



Indian Oil Corporation Ltd.
Corporate Office
Plot No. 3079/3, J.B.Tito Marg
Sadiq Nagar, New Delhi- 110049

EXPRESSION OF INTEREST (EOI)
EOI No. CO/CC/Empanelment of Film Production
Houses/2020

EOI Documents for Empanelment of Film Production Houses
For Indian Oil Corporation Ltd (Corporate Office)

Issued by: CGM (Corporate Communications), Indian Oil Corporation Ltd.
Corporate Office, Plot No. 3079/3, J.B.Tito Marg
Sadiq Nagar, New Delhi- 110049

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- **Expression of Interest (Eoi) for Empanelment of Production Houses**

CGM (Corporate Communications), Indian Oil Corporation Ltd. Corporate Office, Plot No. 3079/3, J.B.Tito Marg, Sadiq Nagar, New Delhi- 110049, invites sealed EOI in prescribed proforma from professional film production houses:

- EOI Ref No.: CC/Empanelment of Film Production House/2020
- Name of EOI: Empanelment of Film Production House for Indian Oil Corporation Ltd (Corporate Office) in New Delhi.
- Download Period: 21 days
- Last Date & Time for Submission of EOI: On or before 15.00 hours of 28.10.2020
- Contact Person: Anurag Shukla, CM (CC)
Telephone: (011) 71722082
Email: anuragshukla@indianoil.in

The EOI documents have been hosted on www.IndianOil.com/talktous/SupplierNotices.aspx and may be downloaded from the website.

2. Broad Scope of Work

The empanelled Production House shall be making corporate audio-visuals, films on CSR projects, vigilance and safety related films, undertaking webcast of internal events, bio-sketch AVs etc. for external and internal target audience.

The production house should be capable of handling the entire process of film production from script writing to final film as per the requirement of the Corporation.

- Concept and Script writing
- Principle Photography - Sourcing of stock footage, Indoor/outdoor shooting,
- Post-production - Editing, background score, graphics treatment, voice over. Agency should be able to provide services of diverse VO services as per the requirement of the AV.
- Final film - In desired formats (for TV, Large Screen Viewing, YouTube, Instagram, 16:9 and 9:16 dimensions) and versions with multiple copies. Full HD format.
- Unmixed audio files like VO and music, raw footage, individual VFX file, storage in HD Drives, all backup in hard drive will be provided by Production House. The master film should be submitted in high resolution MP4 and Apple Pro-Res422 as per requirement.

3. Duration of Empanelment: For a period of two years with provision of extension by one year subject to satisfactory performance and at sole discretion of IndianOil on the same terms and conditions.

4. Procedure of Empanelment:

Stage I: Eligibility Criteria

Stage II: Techno-Commercial Assessment

Stage III: Qualitative Assessment

Stage I: Eligibility Criteria

The Bidder, essentially a Film Production House, shall have to meet all the below mentioned criteria:

- The bidder can be a Proprietorship Firm / Partnership Firm / a Company incorporated under the Companies Act 1956 / 2013. (copy of registration certificate to be provided)
- The Production House should also provide the PAN and GST registration.

- **Experience:**

C.1 **RoC:** The firm should furnish proof of certificate of registration /incorporation. The bidder needs to have professional experience of over 5 years or more as a Film Production firm.

C.2 **Samples:** The bidder should have produced at least 20 documentary / corporate films of min 2- 10 minutes in the last **three** years (2017-18 to 2019-20) for Govt. of India/State Govt/PSU. Work samples to be sent in Pen Drive.

C.3 **Work Orders** in support of submitted sample works specifying the work order value to be submitted.

C.4 **Proof of completion:** In case of work orders from Govt/PSUs- copies of contract document along with completion certificate or duly certified copy of invoice. *(Work orders alongwith completion certificate/payment proof duly signed and stamped by the concerned organization alongwith copy of invoice).*

- **Turnover:** The bidder needs to have a turnover of a minimum of **Rs 30 Lakh** each over the last 3 financial years. (FY 19-20, FY 18-19, FY- 17-18) (Audited financial statements verified by Chartered Accountant indicating his/her membership no. on his seal).

- **Capabilities:** The bidder must have its own production house facility with proper editing studio, licensed software, and qualified pool of manpower on its panel for direction, cinematography, script writer, animation and other creative and technical personnel. All the latest technology in Camera, Sound, Light, Grip Equipment Transportation & Logistics, Creative and Technical personnel, Director; Post-production-Editing, Music, Voice Over, Graphics, Translation, Dubbing and Mastering or any other arrangements to be made in order to deliver a final film as per requirement.

- **Principle Photography:**

- Camera set up (For indoor shoots and Outdoor shoots- Various IndianOil locations)
- Lights (For indoor shoots and Outdoor shoots- Various IndianOil locations)
- Sufficient sound recording equipment (For indoor shoots and Outdoor shoots, to record interviews, meetings, and to take sound bytes)

- **Post-production:**

A full-fledged editing studio comprising of following:

- Computers
- Latest licensed editing software
- Voice over related facilities
- Storage (internet and storage backup)

(A self-certified detail to be submitted on company letterhead.)

Stage II : Techno-commercial Assessment

Applicants who fulfill all the eligibility criteria will move to stage 2.

Sl.	Evaluation Criteria	Scoring Methodology	Max Marks
1.	Technical Capacity of the Bidder		50
1.1	No. of Projects undertook: <i>*(Bidder has to submit show reels of work undertaken in last three years alongwith WO and completion certificate from the client. If completion certificate is not available, then payment proof duly signed and stamped by the client alongwith copy of invoice may be submitted)</i>	No of projects undertaken by the bidder, shall be awarded marks in the following manner: No. of Projects Marks 20 to 24 Projects 5 25 to 29 Projects 7 30 or more Projects 10	10
1.2	Relevant Experience <i>*(The firm should furnish proof of certificate of registration /incorporation)</i>	Years of Experience Marks Upto 5 years 5 6-9 years 7 10 years or more 10	10
1.3	Cumulative turnover in last 3 years <i>*(Audited annual report OR audited balance sheet verified by Chartered Accountant indicating his/her membership no. on his seal).</i>	Turnover (Rs.) Marks 90 Lakh 5 90 Lakh – 1.25 crore 10 1.25 crore – 1.5 crore 15 1.50 crore or more 20	20
1.4	Awards Won for the documentary films /corporate films/ TVCs / animated films <i>*(Documents/certificates duly vetted by the concerned organization to be furnished as proof)</i>	The number of awards won by the bidder in last 3 years shall be awarded marks in the following manner: No. of awards Marks 1-3 5 4-6 7 Above 6 10	10

Bidder must score minimum 70% (minimum 35 marks) in Stage II to qualify for Stage III.

Stage III: Qualitative Assessment

The shortlisted agencies after stage 2 shall be invited to make a presentation on common brief which will be evaluated against the following parameters:

Sr. No.	Activities	Marks
1.	Understanding of Concept and brief in script	10
2.	Shooting	10
3.	Editing and postproduction	10
4.	Overall turnaround time	10
5.	Impact	10
	TOTAL	50

Marks will be given in Stage – III against a total of 50 marks.

However, bidder must score minimum 70% (minimum 70 marks) in Stage II + Stage III for getting shortlisted for panel of merit list.

5. Evaluation

- **Stage I**

An internal committee will undertake the initial screening of all the applications based on the qualifying criteria. Applicants not meeting any of the qualifying criteria and other essential conditions, etc., mentioned in the EOI document will be summarily rejected. Refer Form-1. Those qualifying at this stage will go to Stage II.

- **Stage II**

Assessment based on documents submitted, work samples, creative presentation

The technical evaluation will be done on the basis of the documents submitted. Each of the item type has been allocated mark, based on which final technical score will be calculated. The qualifying score of this round is 70% (35 marks). Agencies shortlisted from Stage II round shall be informed about Stage III round.

- **Stage III**

The cut-off mark for merit will be minimum 70% of 100 marks in Stage II and III combined and merit panel will be constituted.

The intention is to empanel six film production houses however even if on merit we are able to empanel three to six production houses, the empanelment process will deemed to be complete. In the event less than three qualify then the current EOI shall be closed.

Application Format
PARTICULARS FOR EMPANELMENT OF Film Production Houses

Name of the Production House				
Mailing Address				
Phone No(s).				
E-mail:				
Contact Person	<u>Name</u>			
	<u>Designation</u>			
	<u>Cell Number</u>			
<u>Year of commencement: (Please attach registration documents for proof)</u>				
<u>Turnover (Rs. in Lakhs) (Please attach audited balance sheets)</u>		<u>2019-20</u>	<u>2018-19</u>	<u>2017-18</u>
<u>Experience</u>				
<u>Work order details with copies alongwith duly signed completion certificate (Top samples showcasing variety such as bio-sketch, corporate AV, TVC, animation AV)</u>				
<u>Number of projects done for Govt. of India/State /PSU.</u>		<u>2019</u>	<u>2018</u>	<u>2017</u>
<u>Equipment and Machinery (Self-certified)</u>				
Crew Details				
Principle photography equipment details				
Post-production equipment details				
<u>Additional Details</u>				
<u>Details of Awards won duly acknowledged by the concerned authority</u>				
<u>Tax Registrations and Certificates</u>				
<u>PAN Number</u>				
<u>GST Number</u>				

If the details as per the criteria mentioned in the above format are not filled correctly, no chance will be given to the said party to submit the pending documents. However, if as per details filled in above form, any document is pending to be submitted only once chance will be given to complete the documents as per the form.

- **Submission of Documents**

The entire set of EOI document should be submitted along with documentary proof as explained above. Each page should be signed and stamped by the authorised signatory and submitted in a sealed envelope with “EOI for Empanelment of Film Production Houses - CO/CC/Empanelment of Film Production Houses/2020” and send to following address:

Chief General Manager (CC)
Corporate Communications Department
Indian Oil Corporation Ltd. (Corporate Office)
Plot No. 3079/3, J.B.Tito Marg
Sadiq Nagar, New Delhi- 110049

The envelope containing the filled form (with relevant enclosures) may be placed in the drop box provided for the Corporate Communications at the above-mentioned addresses on or before 15.00 hours of 28/10/ 2020.

- **Distribution of work:**

- The quantum of work to be distributed amongst the agencies will not be related to their ranking. All the selected agencies will be considered at par. INDIANOIL reserves the right to distribute the work as per its convenience, requirements and discretion. INDIANOIL may distribute the work segment-wise or otherwise as it deems fit, which may be changed from time to time. INDIANOIL may also vary the work based upon the quality of work, creativity, responsiveness, etc., of the agency.
- INDIANOIL reserves the right to decrease or increase the number of empanelled agencies at any point in time. It reserves the right to change the scope of work/get any work or any part of the work mentioned in the EOI from any other agency whether empanelled or not.
- If after acceptance of job any agency is not able to complete the assigned job as per the specifications/ time schedule, the sole discretion lies with INDIANOIL to remove the agency from the panel. Next agency with the highest marks may or may not be appointed, depending upon the requirement of IndianOil.

CHECKLIST OF ENCLOSURES TO BE SUBMITTED

• Documentary proof of incorporation	Registration certificate
• PAN No., and GST Certificate/registration	Certificate to be attached
• Duly audited copy of the Annual Report and Balance Sheet for the last three financial years duly verified by Chartered Accountant indicating his/her membership no. on his seal.	2017-18 2018-19 2019-20
• Information about complete studio set up with pre and postproduction and latest camera and light equipment required for principle photography as per requirement of the film	Self-certified on the letterhead of the company
• Confirmation letter that the agency is in a position to provide a dedicated team (as per client's approval) for servicing IndianOil.	On letterhead of the company
• Minimum 20 work samples *(Bidder has to submit show reels of work undertaken in last three years alongwith WO and completion certificate from the client. If completion certificate is not available, then payment proof duly signed and stamped by the client alongwith copy of invoice may be submitted)	samples in pen drive to be attached
• Details of award won, if any.	Certificate on letter head to be attached

TERMS AND CONDITIONS OF THE EOI

- The Expression of Interest format may be downloaded from www.IndianOil.com/talktous/SupplierNotices.aspx and information filled in the space provided.
- Only those applications complete in all respects will be accepted for further scrutiny.
- The application once submitted will be considered final and any subsequent changes/additional information will not be entertained. However, If the details as per the criteria mentioned in the above format are not filled correctly, no chance will be given to the said party to submit the pending documents. However, if as per details filled in above form, any document is pending to be submitted only once chance will be given to complete the documents as per the form.
- Entries received beyond 15:00 Hrs of 28.10.2020 will not be entertained and all such entries will be deemed as rejected.
- IndianOil will not be responsible for delayed receipt of the documents at its end for any reason whatsoever.
- Names of the agencies selected after the empanelment process will be hosted on our website on completion of all formalities. No correspondence on the above subject will be entertained.
- Indian Oil Corporation Ltd. reserves the right to reject any or all applications without assigning any reason(s) thereof.
- EoIs shall be valid for a period of 180 days from the date of opening of EOI for all bidders and for a period of three years for the empanelled agencies.
- Empanelled agencies will be eligible to compete with other production houses in the list for jobs and the least cost supplier will be selected after due process and procedure at IndianOil.

Address for correspondence will be:

Chief General Manager (Corporate Communications), Corporate Office, Indian Oil Corporation Ltd., Plot No. 3079/3, J.B.Tito Marg, Sadiq Nagar, New Delhi- 110049

ANNEXURE-I

SCOPE OF WORK

The nature of work consists of making AVs of different nature.

The panel of production houses empanelled through this EoI shall be eligible to participate in future tenders to be floated by IndianOil to undertake all or any of the above jobs.

Empanelment For	Offices to be serviced	Location
Corporate Office	Corporate Office	New Delhi

The empanelled Production House shall be making corporate audio-visuals, films on CSR projects, vigilance and safety related films, undertaking webcast of internal events, bio-sketch AVs etc. for external and internal target audience.

The production house should be capable of handling the entire process of film production from script writing to final film as per the requirement of the Corporation.

- Concept and Script writing
- Principle Photography - Sourcing of stock footage, Indoor/outdoor shooting,
- Post-production - Editing, background score, graphics treatment, voice over. Agency should be able to provide services of diverse VO services as per the requirement of the AV.
- Final film - In desired formats (for TV, Large Screen Viewing, YouTube, Instagram, 16:9 and 9:16 dimensions) and versions with multiple copies. Full HD format.
- Unmixed audio files like VO and music, raw footage, individual VFX file, storage in HD Drives, all backup in hard drive will be provided by Production House. The master film should be submitted in high resolution MP4 and Apple Pro-Res422 as per requirement.

ANNEXURE-II

Letter of authorisation for signing of EOI documents
(to be submitted by Film Production Houses on their letterhead)

Authorization for signing of EOI Documents

Following person is hereby authorized to sign EOI documents for the EOI mentioned above on behalf of M/s. _____ (applicant) as the details given below:

Person/ Officer authorized for signing EOI documents:

Name & Specimen Signature

Signature: _____

Full Name: _____

Designation: _____

Address: _____

ANNEXURE-III

GENERAL INSTRUCTIONS TO APPLICANTS

- Signing of EOI:
 - Applicant of EOI will be required to produce attested certificate of registration issued by registrar of firm in favour of his authority to sign on behalf of the firm.
 - If the EOI is signed by any other person/officer, he/she should be duly authorized by the proprietor/owner/partner/director etc. If however, found to be otherwise, Indian Oil Corporation Limited, without prejudice to other civil and criminal remedies, can cancel the EMPANELMENT.
 - Individuals signing the EOI shall indicate their full name below their signatures & it should be stamped.
 - The EOI shall contain no interlineations, erasures or overwriting. In case of any corrections are to be made, the entry should be clearly scored out by a single line and encircled, and fresh entry should be made. All such corrections should be authenticated under the full signature of the person signing the EOI. Any EOI which does not comply with this requirement shall be rejected. All conditional or incomplete EOIs will be rejected.
 - The EOI form should be filled legibly with blue/black ink in English language only.

- Submission of EOI:
 - The applicant shall seal the envelope and the EOI shall be addressed to the Indian Oil Corporation Ltd., Corporate Office, at the following address:

Chief General Manager (CC)
Corporate Communications Department
Indian Oil Corporation Ltd. (Corporate Office)
Plot No. 3079/3, J.B.Tito Marg
Sadiq Nagar, New Delhi- 110049

 - EOIs shall be dropped in the tender box provided for the Corporate Communications Group at the addresses mentioned above.

 - IOC shall assume no responsibility for the misplacement of the EOI(s) or premature opening thereof, if the envelope is not sealed and marked as required. In case the bidder fails to honour his EOI in the stipulated time given by IOC, without furnishing sufficient grounds, which is convincing to the competent authority of IOC, then the latter reserves the right to Holiday List an applicant for a suitable period from participating in any bidding process initiated by IOC.

- Last date and time for submission of EOIs:
 - All EOIs shall be received by the INDIANOIL at the address specified under Para 2, not later than the date and time specified in the EOI.
 - IOC may, at its discretion, extend the date and time for the submission of EOIs by amending the EOI documents in which case, all rights and obligations of IOC and applicants shall subject to the extended date and time.
 - Any EOI received after the specified date & time for submission of EOIs shall be rejected and returned unopened to the applicants.
 - IOC shall not be responsible if the EOIs are delivered elsewhere.

- Summary rejection of EOI:

One or more of the following reasons/omissions will render an EOI, liable to summary rejection.

- EOI received after the specified closing time.
 - Correction or overwriting not signed by the authorized signatory.
 - Documents asked for and not attached.
 - Conditional EOI
 - Any EOI received unsealed/unsigned and/or not signed by.
 - Applicants giving false information, fabricated documents, thereby concealing facts, misrepresenting and misleading IOC.
 - All forms not duly filled in and signed.
- Influencing the evaluation of EOIs and award of contract:

No applicant shall attempt to influence IOC on any matter relating to the EOI. Any attempt to influence IOC in evaluation/comparison or in award of the contract, shall result in summary rejection of the EOI(s) of such applicants.

- Right to cancel the contract:
- IOC shall have the right to cancel the contract wholly or in part in the event it is obliged to do so, on account of any decline, diminution, curtailment or stoppage of the work(s), by giving three months notice.
 - IOC shall have the right to cancel the contract if subsequently it is found that the empanelled agency is owned by a “member of family” of an employee working in IOC.
 - The bidder who is a “member of family” of an employee working in IOC, is not eligible for this EOI. “Members of family” in relation to an employee working in IOC include:
 - The wife or husband, as the case may be, of the employee working in IOC, whether residing with the employee or not, but does not include a wife or husband, as the case may be, separated from the employee by decree or order of a competent court.
 - Son/daughter or stepson/stepdaughter of an employee of IOC, who is wholly dependent on him, but does not include a child or step child who is no longer, in any way, dependent on the employee working in IOC or whose custody, the employee has been deprived of, under the law.
 - Any other person related, whether by blood or marriage, to an employee working in IOC, or to employee’s wife or husband, and is wholly dependent on the employee working in IOC.
 - It is binding on every applicant to give declaration along with the EOI in the prescribed Performa as per Annexure V.

- Agreement:

Every successful applicant shall also execute an agreement with IndianOil, Corporate Office on a non-judicial stamp paper of Rs. 100/-. (The cost of the stamp paper has to be borne by the applicant of EOI.)

- Force Majeure

If at any time, during the currency of this contract, the performance, in whole or in part, of any obligation(s) by either party under this contract, shall be prevented or delayed by reason(s) of war, hostility, acts of the public enemy, civil disturbance, sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strikes, lockout or act of God (herein after referred to as

events), provided notice of happenings of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall, by reasons of such event, be entitled to terminate this contract nor shall either party have any such claim for damages against the other, in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event(s) may come to an end or cease to exist. The decision of IOC as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided, further that the performance in whole or in part of any obligation(s) under the contract is prevented or delayed by reason(s) of any such event for a period exceeding 60 days, either party may, at its discretion, terminate the contract. The decision of IndianOil, corporate office as to whether an event justifies invocation of force majeure shall be final and conclusive.

- Termination for default
IOC, by a written notice of 14 days, of default, may without prejudice to any other remedy for breach of contract, terminate the contract in whole or in part as the case may be:
 - If the agency fails to deliver any or all goods/services within the time period(s) specified in the contract, or any extension thereof granted by IOC.
 - If the agency fails to perform any other obligation(s) under the contract; and
 - If the agency does not rectify his failure(s) within a period specified by IOC, after the receipt of the default notice.

- Termination for insolvency
IOC may, at any time, terminate the contract by giving a written notice to the agency, without compensation, If the agency becomes bankrupt or otherwise insolvent, as declared by a competent court, provided that such termination shall not prejudice or affect any right of action or remedy, which had accrued or will accrue thereafter to IOC.

- Dispute resolution/Arbitration

Any question, dispute or differences, arising out of/ or in connection with the EOI documents or breach, termination or validity hereof, shall be first endeavoured to be settled through friendly discussions or negotiations between the parties. If the dispute cannot be amicably settled by either party, the same shall be finally settled by Arbitration conducted in Delhi, in accordance with The Arbitration and Conciliation Act, 1996, any modifications or re-enactments thereto, and relevant laws and regulations in force at that time in India. All such disputes and differences, which may arise between the parties hereto as to the meaning, construction, or effect of any of the terms and provisions of this document or as to the right or claim of either party under this document, shall be referred to the sole arbitration of the Management of IOC or its nominee, including any officer of IOC nominated by the Management, and the applicant shall not raise any objection to such arbitration on the ground that the arbitrator is an officer of IOC and as such is an interested party or that the arbitrator so appointed has earlier dealt with the subject matter of this document. Any order/ directions/ awards of the arbitrator shall be final and be governed by the provisions of The Arbitration and Conciliation Act, 1996, or of any statutory amendment thereto or any re-enactment thereof for the time being in force. The arbitrator so appointed shall pass a speaking award. The courts at Delhi shall have exclusive jurisdiction.

- Applicant of EOI is solely responsible for fulfilment of their entire statutory requirements and obligations and liabilities thereon, if any, like Labour Act, ESI, EPF, MWA, GST etc. (i.e. no liability to IOC).

ANNEXURE-IV

Proforma for declaration by applicant of EOI
(to be submitted by Film Production Houses on their letterhead)

I/We hereby solemnly affirm & declare to the best of my knowledge & belief that I am not a "Member of Family" of an Employee working in IndianOil. I also declare that, if later on it is found that I am a "Member of Family" of an employee working in IndianOil my EOI shall be terminated with immediate effect, as & when this fact comes to the knowledge of IndianOil.

Signature & Seal of applicant of EOI:

Signature: _____

Full Name: _____

Designation: _____

Address: _____

ANNEXURE-V

On Letter Head of Film Production Houses

DECLARATION OF BLACK LISTING / HOLIDAY LISTING

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. _____ which is submitting the accompanying application for EOI nor any other concern in which I am proprietor nor in any partnership firm in which I am involved as a Managing Partner nor any company in which I am a promoter or a Director or having controlling stake with minimum 26% shareholding have been placed on black list or holiday list declared by Indian Oil Corporation Ltd. or its Administrative Ministry, (presently the Ministry of Petroleum & Natural Gas), except as indicated below :

(Here given particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

In the case of a Partnership Firm:

We hereby declare that neither we, M/s. _____ submitting the accompanying application for EOI nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern or as a promoter or Director or having controlling stake with minimum 26% shareholding of any company have or has been placed on blacklist or holiday list declared by Indian Oil Corporation Ltd. or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below :

(Here given particulars of blacklisting or holiday listing and in the absence thereof state "NIL")

ANNEXURE-VI

On Agency Letter Head

PROFORMA OF DELCLARATION REGARDING CHILD LABOUR

Children below prescribed age, as per various statutes of the land, are not employed. We will comply with various laws as may be applicable from time to time regarding prevention of Child Labour. We are aware that, our empanelment will be cancelled at any stage if we violate Child Labour Prevention Act.

PLACE:

DATE:

SIGNATURE OF THE APPLICANT