

**Capital Region
Urban Transport**

**Request for Proposal
for**

**Exclusive Advertisement Rights of the Interior and Exterior
portion of the Buses under CRUT for a period of (3+2) Years.**

Tender Inviting Authority

Capital Region Urban Transport

Plot No. 548/1452, Patia, Kalarahanga, Bhubaneswar,

Pin – 751024, Khordha, Odisha.

website: <https://capitalregiontransport.in/>

1. Disclaimer

The information contained in this Request for Proposal document (the "tender") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Capital Region Urban Transport, Odisha hereinafter called "Authority" or any of its employees is provided to Bidder(s) on the terms and conditions set out in this tender and such other terms and conditions subject to which such information is provided.

This tender is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this tender is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this tender (the "Bid"). This tender includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This tender may not be appropriate for all persons, and it is not possible for Authority, or its employees to consider the technical capabilities, investment objectives, financial situation and particular needs of each party who reads or uses this tender. The assumptions, assessments, statements, and information contained in this tender, may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this tender and obtain independent advice from appropriate sources.

Information provided in this tender to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Authority accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein.

Authority or its employees make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way in this Bid Stage.

Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender.

Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender.

The issue of this tender does not imply that Authority is bound to select a Bidder or to appoint the selected Bidder and Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

Authority reserves all the rights to cancel, terminate, change, or modify this procurement process and/or requirements of bidding stated in the tender, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Contents

1.	Disclaimer	2
2.	Bid Datasheet	6
3.	Letter of Invitation	8
4.	Introduction	9
5.	Instructions to Bidder	9
5.1	General Terms of Bidding.....	9
5.2	Completeness of Response.....	11
5.3	Proposal Preparation Cost.....	11
5.4	Amendment of tender Document.....	11
5.5	Bid Document Fee	11
5.6	Supplementary Information to the tender	11
5.7	Sub-Contracting.....	11
5.8	Right to Terminate the Process	11
5.9	Right to Vary Scope of Contract	12
5.10	Rejection Criteria	12
5.11	Conflict of Interest.....	13
6.	Bid Submission Instructions.....	13
6.1	Tender Document Fees	13
6.2	Pre-Bid Queries on tender	13
6.3	Responses to Pre-Bid Queries and Issue of Corrigendum	14
6.4	Preparation of Proposals	14
6.5	Bid Preparation costs.....	15
6.6	Earnest Money Deposit (EMD).....	16
6.7	Bidders Authorization.....	16
6.8	Address for Correspondence.....	16
6.9	Local Conditions	16
6.10	Measurement of advertisement space of the Buses by Bidder	17
6.11	Bid validity period.....	17
6.12	Only one proposal.....	17
6.13	Additional Conditions	17
6.14	Right to Terminate the Process	17
6.15	Compliant proposals/Completeness of response	17
6.16	Deviations and Exclusions.....	18
6.17	Modification and Withdrawal of Bids.....	18
6.18	Late Bids	18
6.19	Submission of Proposal	18
6.20	Additional Work:.....	20
7.	Bid Opening and Evaluation Process	20
7.1	Opening of Bids	20
7.2	Evaluation Process of Bids	20
7.3	Clarification on Bids	20
7.4	Preliminary Examination of Bids	21
7.5	Pre-Qualification	21
7.6	Technical Bid Evaluation	23
7.7	Financial Bid Evaluation	23
7.8	Selection Procedure	24
7.9	Performance Bank Guarantee	24

7.10	Signing of Contract	25
7.11	Failure to Agree with the Terms and Conditions of the Agreement	25
8.	Scope of Work	25
8.1	Scope for Advertisement (Exterior & Interior) space on the Buses	25
8.2	Scope for Specific Requirements	27
8.3	Exterior & Interior Bus advertising policy as per Housing & Urban Development Department policy 2013 Error! Bookmark not defined.	
8.4	Warranty:	28
8.5	Open Clause	28
9.	Termination of the Contract	28
10.	Payment Terms.....	29
11.	Service Level Benchmark	30
11.1	Service Level Benchmark for Advertising (Exterior & Interior) in Bus	30
12.	Obligation of CRUT	30
13.	Penalty	31
13.1	Penalty for Maintenance of Buses.....	31
14.	Force Majeure	31
	Annexure I: Covering Letter (On the Letterhead of the Applicant)	32
	Annexure II: Details of Bidder	34
	Annexure III: Financial Capacity of the Bidder	35
	Annexure IV: Technical Capacity of the Bidder	36
	Annexure V: Pre-Qualification Response Letter	37
	Annexure VI: Power of Attorney for signing of Bid.....	40
	Annexure VII: Affidavit.....	42
	Annexure VIII: Non-Blacklisting Declaration	43
	Annexure IX: Self-declaration for Non-Performance	44
	Annexure X: Format for Financial Bid	45
	Annexure XI: Dimensions of Bus (Exterior & Interior).....	46

2. Bid Datasheet

Sr. No.	Key Information	Details
1.	RFP Reference Number	RFP No.: 424 Date: 05/03/2025
2.	Tender document available & Date	Soft copy can be downloaded from the following website: https://capitalregiontransport.in/ Date:06/03/2025
3.	Assignment Details	Request for Proposal for exclusive advertisement rights of the interior and exterior portion of the buses under CRUT for a period of (3+2) Years.
4.	Last date for submission of Queries for clarifications	Date: 13/03/2025 Time: Till 5:30 PM
5.	Pre-bid meeting	Date: 17/03/2025 Time: 12:00 AM Location: Conference Hall, Capital Region Urban Transport, Patia Station Road, Kalarahanga, Bhubaneswar, Odisha 751024
6.	Response to Pre-Bid Queries by uploading in website	Date:18/03/2025 website: https://capitalregiontransport.in/
7.	Address for Submission of Proposals	Mode of Submission is physical submission (Offline) through Registered Post, Speed post or Courier. <u>Address:</u> Capital Region Urban Transport, Patia Station Road, Kalarahanga, Bhubaneswar, Odisha 751024
8.	Last date and time for submission of Proposals (Proposal Due Date)	Date:26/03/2025 Time: Till 4:00 PM
9.	Place, Date, and time of opening of Technical Proposals	Date: 27/03/2025 Time: 12:00 PM Location: Conference Hall, Capital Region Urban Transport, Patia Station Road, Kalarahanga, Bhubaneswar, Odisha 751024

Sr. No.	Key Information	Details
10.	Place, Date and Time for opening of Price Proposals	Date & Time will be communicated later to the technically qualified bidders at Email ID provided by bidders. Location: Conference Hall, Capital Region Urban Transport, Patia Station Road, Kalarahanga, Bhubaneswar, Odisha 751024
11.	Cost of the Tender Document	Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred Only) inclusive of 18% GST. As Demand Draft from any scheduled commercial bank/ nationalized bank in drawn in Favor of " Capital Region Urban Transport, Bhubaneswar ", payable at Bhubaneswar.
12.	Cost of E.M.D.	Rs. 10,00,000/- (Rupees Ten Lakhs Only) As Demand Draft from any scheduled commercial bank/ nationalized bank in drawn in favour of " Capital Region Urban Transport, Bhubaneswar ", payable at Bhubaneswar.
13.	Performance Security payable by the Preferred Bidder	The Preferred Bidder shall furnish to Authority a Compliance Performance Security deposit equivalent to 5% of project cost (Annual Contract Value) in the form of a Bank Guarantee valid throughout the contract period.
14.	Bid Validity Period	180 days from the date of opening of the financial bid
15.	Method of Selection	Highest cost base selection (H1) Selection
16.	Joint Venture	Not Allowed
17.	Point of Contact	The General Manager(P&A), Location: Capital Region Urban Transport, Patia Station Road, Kalarahanga, Bhubaneswar, Odisha, 751024 Email: crutbbsr@gmail.com
18.	Website address	https://capitalregiontransport.in/

3. Letter of Invitation

Capital Region Urban Transport (CRUT) hereby invites bids for “Exclusive Advertisement Rights of the Interior and Exterior portion of the Buses under CRUT for a period of (3+2) Years.”

Bidders will be selected as prescribed in the tender Document in accordance with the procedures prescribed here.

1. Interested bidders fulfilling eligibility conditions as mentioned in this tender can submit their proposals Physically (Hard Copies In properly binded And Indexed with Page Number) addressed to The General Manager, Capital Region Urban Transport, Patia Station Road, Kalarahanga, Bhubaneswar, Odisha 751024 through Registered Post, Speed post or Courier.
2. The proposal should be submitted in hardcopy two parts/ envelope as follows:
 - Part 1: Qualifying Proposal- Envelope A (Tender Fee, EMD Fee, Supporting Documents for qualification & bid proposal of the bidder).
 - Part 2: Financial Proposal- Envelope B (Financial proposal)
3. Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the tender.
4. In the event, any of the instructions mentioned herein have not been adhered to Capital Region Urban Transport may reject the proposal.
5. The proposal, complete in all respect as specified in the tender Document, must be accompanied with a Non-refundable Bid Tender Fee and a Refundable EMD of paid as prescribed in the tender failing which the bid will be rejected.
6. The last date and time for submission of the proposal, complete in all respects, is as per the Bid Datasheet and the date of opening of the qualifying proposal is as mentioned in the Bid Datasheet, which will be done in the presence of the bidder’s representative at the specified address as mentioned in the Bid Datasheet. Representatives of the bidders may attend the meeting with due authorization letter and identity proof on behalf of the bidder.
7. While all information/data given in the tender are accurate within the consideration of scope of the proposed assignment, however the Authority holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this tender. Authority reserves the right to accept/reject any/all proposals/cancel the entire selection process at any stage without assigning any reason thereof.

The General Manager (P&A)
Capital Region Urban Trasport

4. Introduction

Capital Region Urban Transport (CRUT) has rapidly grown as a leading urban transport provider, serving average 3 lakhs daily passengers across all the cities under operation. With diverse ridership and widespread presence, advertising on Buses offers brands unique access to local and regional audiences. Our goal is to leverage bus advertising to generate revenue while maintaining a professional and aesthetically pleasing transit experience for our passengers. CRUT invites proposals from experienced advertising agencies for management of advertising spaces on the exterior and interior on around 500 Bus transit vehicles across 6 (Six) cities with an approved expansion plan to additional 8 (Eight) cities. CRUT intent to identify & select an advertising agency/vendor/company who will the design, installation, and management of advertising in lieu of Advertising Rights within the operational area of CRUT for a period of 3 years on yearly renewal basis subject to satisfaction of performance and the contract will be renewed for further 2 years in accordance with terms & conditions provided in this Tender (hereafter referred to as the “project” as the context may require or admit.

The Contract requires providing advertising rights of around 500 Buses by the Authority. The service area shall be amended as per notifications pertaining to the expansion of CRUT operations as and when applicable.

The Authority intends to select Bidder(s) for awarding the contract through an open competitive bidding process in accordance with the procedure set out herein.

5. Instructions to Bidder

5.1 General Terms of Bidding

- a. A Bidder is eligible to upload only one Bid for the Project as per the formats given in Annexures.
- b. Bid documents are being provided only as preliminary reference documents by way of assistance to the Bidder who are expected to carry out their own surveys, investigations, and other detailed examinations before uploading their Bids. Nothing contained in the Bid documents shall be binding on the Authority nor confer any right on the Bidder, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Bid documents.
- c. Notwithstanding anything to the contrary contained in Bid documents, the detailed terms specified in the Contract Agreement shall have overriding effect, provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- d. The Bidder shall deposit Earnest Money Deposit (EMD) in accordance with the provisions.
- e. The Bidder should upload a Power of Attorney as per the format at Annexure VI: Power of Attorney for signing of Bid, authorizing the signatory of the Bid.
- f. The Bidding Documents including this RFP, and all attached documents are and shall remain the property of Authority and are transmitted to the Bidder solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid, or any information provided along therewith.
- g. A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the TIA shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee, as the case may be, as mutually agreed genuine pre-

estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- h. For the purposes of indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-clause above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or a constituent of such Bidder is also a constituent of another Bidder.
- i. Such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional Loan or subordinated debt from any other Bidder or Associate, or has provided any such subsidy, grant, concessional Loan or subordinated debt to any other Bidder or any Associate thereof; or
Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both in a position to have access to each other's information about, or to influence the Bid of either or each other; or
Such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design, or technical specifications of the Project.
- j. Explanation: Associate means, in relation to the Bidder a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
- k. The Bidder shall be responsible for paying for all the costs associated with the preparation of its Proposal and its participation in the bidding process. CRUT shall not be responsible or in any manner be liable for such costs, regardless of the conduct or outcome of the bidding process.
- l. It is desirable that each Bidder submits its Proposal after verifying the exterior & interior space of Mo bus as specified in this RFP or any other matter considered relevant by it.
- m. CRUT has reserves the right to **use up to 2 display spaces per bus** for purposes of self-promotion, user information programs, and/or the said space shall be used for displaying podcasts and information of CRUT if required. The cost for printing and pasting would be borne by CRUT as per the actuals.
- n. The Authority, its employee and advisors would treat the bids and supporting information uploaded by the bidder in a reciprocating confidentiality and would use it for the purpose of this or litigations, the Authority would do so, with an information to the Bidder and any expenses related to the same would be charged to the bidder.

- o. This RFP is not transferable. Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

5.2 Completeness of Response

- i. The bidders are advised to study all instructions, forms, terms, requirements, and other information in the tender documents carefully. The submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- ii. The response to this tender should be full and complete in all respects. Failure to furnish all information required by the tender document or submission of a Bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of its Bid and forfeiture of the bid EMD.

5.3 Proposal Preparation Cost

- i. The bidder shall be responsible for all costs incurred in connection with participation in the tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of Bid, in providing any additional information required by Capital Region Urban Transport (CRUT) to facilitate the evaluation process, and all other related activities of the Bid process. The Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- ii. All materials submitted by the bidder shall be the absolute property of Authority and no copyright etc. shall be entertained by Authority.

5.4 Amendment of tender Document

- i. All the Corrigendum / Addendum made in the document would be published on the Portal and shall be part of tender.
- ii. The Bidders are advised to visit the portal on regular basis to check for necessary updates. Authority also reserves the right to amend the dates mentioned in this tender.

5.5 Bid Document Fee

The bidders are requested to pay the Bid Document Fee as defined in this tender. The tender document can be downloaded from the portal (<https://www.capitalregiontransport.in/>) on registration. Bids that are not accompanied by the tender Price or accompanied with inadequate tender Price, shall be considered non-responsive and will be rejected.

5.6 Supplementary Information to the tender

If Authority deems it appropriate to revise any part of this tender or to issue additional data to clarify an interpretation of provisions of this tender, it may issue supplements to this tender. Any such corrigendum shall be deemed to be incorporated by this reference into this tender.

5.7 Sub-Contracting

Sub-contracting is Not Allowed.

5.8 Right to Terminate the Process

- i. Capital Region Urban Transport (CRUT) may terminate the tender process at any time and without assigning any reason. Capital Region Urban Transport (CRUT) makes no

commitments, express or implied, that this process will result in a business transaction with anyone.

- ii. This tender does not constitute an offer by Capital Region Urban Transport (CRUT)

5.9 Right to Vary Scope of Contract

- i. Capital Region Urban Transport (CRUT) may at any time, by a written order given to the bidder, make changes within the quantities, specifications, services, or scope of the Contract as specified.
- ii. If any such change causes an increase or decrease in the cost of, or the time required for the bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment on mutually agreed terms shall be made in the Contract Price or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the bidder's receipt of Capital Region Urban Transport (CRUT)'s changed order.

5.10 Rejection Criteria

Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

- i. Bids not qualifying under eligibility criteria.
- ii. Bids submitted without improper EMD or tender fees.
- iii. Bids received through any platform other than prescribed platform as mentioned in the tender.
- iv. Bids which do not confirm to the unconditional validity of the bid as prescribed in the tender.
- v. If the information provided by the Bidders is found to be incorrect / misleading at any stage / time during the Tendering Process
- vi. Any effort on the part of a Bidders to influence the Authority' s bid evaluation, bid comparison or contract award decisions.
- vii. Bids received by Capital Region Urban Transport (CRUT) after the last date and time for receipt of bids prescribed in the data sheet.
- viii. Bids without signature of person (s) duly authorized on the bid.
- ix. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidders.
- x. Technical Bid containing commercial details or any such hints/ calculations /extrapolations/ records.
- xi. Revelation of Prices in any form or by any reason before opening the Commercial Bid
- xii. Failure to furnish all information required by the tender Document or submission of a bid not substantially responsive to the tender Document in every respect.
- xiii. Bidders not quoting for the complete scope of Work as indicated in the tender documents, addendum (if any) and any subsequent information given to the Bidders.
- xiv. Bidders not complying with the General Terms and conditions as stated in the tender Documents.
- xv. The bidder who has breached the contract with Authority before completion of the contract period for any reasons.
- xvi. The Bidders do not confirm unconditional acceptance of full responsibility of providing services in accordance with the Scope of work, General Terms & Conditions and Service Level Agreements of this tender.
- xvii. If it is found that bidders have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition, such firms/ establishments shall be liable at the

discretion of Capital Region Urban Transport (CRUT) for further penal action including blacklisting.

- xviii. If after awarding the contract, it is found that the accepted bid violated any of the directions pertaining to the participation, the contract shall be liable for cancellation at any time during its validity in addition to penal action including blacklisting against the bidders.
- a. Price Bids that do not conform to the tender's price bid format.
 - b. Total price quoted by the Bidders does not include all statutory taxes and levies applicable.

5.11 Conflict of Interest

- i. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 25% holding of equity/profit sharing in another company/firm, or in each other.
- ii. The Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company and Partnership Firm is defined as follows.
- iii. If Bidder is a Company:
In such case, the Bidder (including its member or Associate or any share holder thereof of Bidder and/or its Associates) possessing over 25% of the paid up and subscribed capital in its own company, Member or Associate as the case may be, also holds. More than 25% of the paid up and subscribed equity capital in the other Bidder, its member or Associate of such other Bidder, its member or Associates is Company; and/or more than 25% of profit sharing in other Bidder, its member or associates such other Bidder, its member or Associates is a Partnership firm. and/or Other Bidder, its member or Associates which is a Proprietorship Firm.

6. Bid Submission Instructions

6.1 Tender Document Fees

- i. The Bidders shall download the tender document from the website as mentioned in the Proposal Data Sheet.
- ii. The Bidders shall pay tender document fee as prescribed in data sheet.
- iii. The downloading of the tender documents shall be carried out strictly as provided on the web site.
- iv. The tender document fee is non-refundable and not exempted.

6.2 Pre-Bid Queries on tender

- i. Authority will host a Pre-Bid meeting as per the date mentioned in the tender NIT sheet. The representatives, limited to 2, of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the tender and the proposed solution requirements in reference to the tender. Pre-Bid meeting will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the tender and the project.

- ii. All Bidders shall e-mail their queries to, Capital Region Urban Transport (CRUT), crutbbsr@gmail.com.
- iii. The response to the queries will be published on (<https://www.capitalregiontransport.in/>). No telephonic / queries will be entertained thereafter. This response of Authority shall become integral part of tender document. Authority shall not make any warranty as to the accuracy and completeness of responses.
- iv. Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring Authority to respond to any question or to provide any clarification.
- v. Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority, or its employees or representatives shall not in any way or manner be binding on Authority.

Name of Bidder					
Department Name					
tender Ref. No					
tender Name					
tender Due Date					
#	tender Page No.	tender Clause No.	Clause Title	Queries /Clarification Sought	Justification by Bidder
..	

All Bidders shall e-mail their queries in above **(Microsoft Excel sheet)** format.

6.3 Responses to Pre-Bid Queries and Issue of Corrigendum

- i. Authority will formally respond to the pre-bid queries after the pre-bid conference.
- ii. Authority will endeavour to provide timely response to all queries. However, Region Urban Transport (CRUT) makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does undertake to answer all the queries that have been posed by the bidders.
- iii. At any time prior to the last date for receipt of bids, Capital Region Urban Transport (CRUT) may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify the tender Document by issuing a corrigendum.
- iv. The Corrigendum, if any, notifications regarding extensions, if any, and clarification to the queries from all bidders will be posted on the website mentioned in the Proposal Data Sheet or emailed to all participants of the pre-bid meeting.
- v. Any such corrigendum shall be deemed to be incorporated into this tender.
- vi. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Capital Region Urban Transport (CRUT) may, at its discretion, extend the last date for the receipt of Proposals.
- vii. Notifications regarding extensions, corrigendum, will be published on the website mentioned in the tender schedule and there shall be no paper advertisement.

6.4 Preparation of Proposals

- i. The bidder shall prepare the bid based on details provided in the tender documents. It must be clearly understood that the quantities, specifications, and diagrams that are included in the tender document are intended to give the bidder an idea about the scope

and magnitude of the work and are not in any way exhaustive and guaranteed by Capital Region Urban Transport (CRUT).

- ii. The bidder shall carry out the sizing of the solution based on internal assessment and analysis, which may include the use of modelling techniques wherever necessary.
- iii. The bidder must propose a solution to meet the requirements of Capital Region Urban Transport (CRUT). If, during the sizing of the solution, any upward revisions of the specifications and/or quantity as given in this tender document, are required to be made to meet the conceptual design and/or requirements of tender, all such changes shall be included in the technical proposal and their commercial impact, thereof, shall be included in the commercial bid.
- iv. If, during the sizing of the solution, any additional product that is not listed in the tender document is required to be included to meet the conceptual design, performance requirements and other requirements of tender, all such product(s) should be included by the bidder in the technical proposal and their commercial impact, thereof, included in the commercial bid.
- v. Capital Region Urban Transport (CRUT) will in no case be responsible or liable for any costs associated with the design/sizing of the proposed solution, regardless of the conduct or outcome of the Tendering process.
- vi. If at any stage during the currency of the contract, the solution proposed does not meet the functional requirements, conceptual design, performance requirements/ SLA, and other requirements of tender, the bidder shall revise the required specifications and/or quantities as proposed by the bidder in their bid in order to meet the said objectives/targets. All such provisions shall be made by the bidder within the lump sum contract price, at no extra cost and without any impact to Capital Region Urban Transport (CRUT) whatsoever.
- vii. Proposals shall include "Technical Proposal" and "Financial Proposal". The content of proposal should be as below:

The Main Envelope, superscribed with the RFP title "**Request for Proposal for Exclusive Advertisement Rights of the Interior and Exterior portion of the Buses under CRUT for a period of (3+2) Years.**" and bidder's name and address, shall contain two separate envelopes.

Envelope A must include the tender fee, EMD fee, supporting documents for qualification, technical proposal documents, and all other bid documents. It should comprise complete tender documents, excluding the price bid part, along with supporting documents related to qualifying criteria, terms, and conditions. The technical proposal must be properly bound and indexed, with clearly mentioned page numbers against each document. Failure to comply may lead to disqualification.

Envelope B, the Financial Proposal (Price Bid), should be submitted as per the format in Annexure-X. It must contain only prices, without any conditions, deviations, assumptions, stipulations, clarifications, comments, or requests. Conditional offers will be rejected.

Bidders must ensure the completeness and accuracy of submitted documents, as incomplete or non-compliant submissions may result in disqualification.

The Main Envelope, containing both Envelope A and Envelope B, must be submitted timely.

6.5 Bid Preparation costs

1. The bidder shall be responsible for all costs incurred in connection with participation in the tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Authority to facilitate the

evaluation process and in negotiating a definitive contract or all such activities related to the bid process.

2. Capital Region Urban Transport (CRUT) shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.6 Earnest Money Deposit (EMD)

- i. Bidders shall submit, along with their bids, EMD as per the details mentioned in the Data Sheet.
- ii. EMD of all bidders would be refunded by Capital Region Urban Transport (CRUT) after submission of Performance Bank Guarantee by the successful bidder.
- iii. EMD of technically disqualified bidders would be refunded by Capital Region Urban Transport (CRUT) after completion of technical evaluation within 60 days.
- iv. The successful Bidder's EMD will be discharged upon the Bidder executing the Contract and furnishing the Bank Guarantee for contract performance.
- v. The EMD amount is interest free and will be refundable without any accrued interest on it.
- vi. In case bid is submitted without the EMD then Capital Region Urban Transport (CRUT) will reject the bid without providing opportunity for any further correspondence to the bidder concerned.
- vii. The EMD may be forfeited:
 - a) If a bidder withdraws its bid during the period of bid validity.
 - b) If the successful bidder fails to provide the Performance Bank Guarantee as required at the time of signing of the Agreement.
 - c) If the successful bidder fails to sign the Agreement within 15 days from the issue of Letter of Intent (LOI) by Capital Region Urban Transport (CRUT).
- viii. The Bidder shall submit the original of the DD towards EMD (mentioned in the Proposal Data Sheet) at the address, time, and date mentioned in the scheduled.

6.7 Bidders Authorization

- i. The "Bidders" as used in the tender documents shall mean the one who has signed the tender Forms. The Bidders may be either the Principal Officer or his duly Authorized Representative, in either case, he/she shall submit a power of attorney. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished, and signed by the representative and the principal.
- ii. The authorization shall be indicated by written power-of-attorney accompanying the bid in the name of the signatory of the Proposal.
- iii. Any change in the Principal Officer shall be intimated to Capital Region Urban Transport (CRUT) in advance.

6.8 Address for Correspondence

The Bidders shall designate the official mailing and e-mail address to which all correspondence shall be sent.

6.9 Local Conditions

- i. It will be incumbent upon each Bidder to fully acquaint itself with the local conditions and other relevant factors such as legal conditions which would have any effect on the preparation of the bid and performance of the contract and / or the cost. Capital Region Urban Transport (CRUT) shall not entertain any request for clarification from the Bidders regarding such conditions.

- ii. Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract shall in no way relieve the successful Bidders from performing any work in accordance with the tender documents.
- iii. Neither any change in the time schedule of the contract nor any financial adjustments to the contract awarded under the bidding documents shall be permitted by Capital Region Urban Transport (CRUT) on account of failure of the Bidders to apprise themselves of local laws and prevailing conditions.

6.10 Measurement of advertisement space of the Buses by Bidder

The Bidder may at their own cost may visit the site and examine the advertisement space of the Buses (exterior & Interior) which may be necessary for preparing the Bid document.

6.11 Bid validity period.

Bid shall remain valid for the time mentioned in the Proposal Data Sheet i.e. 180 days from the date of opening of the financial bids.

6.12 Only one proposal

If a Bidder submits or participates in more than one Proposal, such a Bidder shall be disqualified.

6.13 Additional Conditions

- i. No oral conversations or agreements with any official or employee of Capital Region Urban Transport (CRUT) shall affect or modify any terms of this tender and any alleged oral agreement or arrangement made by a bidder with any agency, official or employee of Capital Region Urban Transport (CRUT) shall be superseded by the definitive agreement that results from this tender process. Oral communications by, Capital Region Urban Transport (CRUT) to bidders shall not be considered binding nor shall any written materials have provided by any person other than, Capital Region Urban Transport (CRUT).
- ii. Neither the bidder nor any of bidder's representatives shall have any claims whatsoever against, Capital Region Urban Transport (CRUT) or any of its employees arising out of or relating to this tender or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- iii. All proposals and accompanying documentation of the technical proposal will become the property of, Capital Region Urban Transport (CRUT) and will not be returned after opening of the technical proposals.
- iv. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means, and illegal activities during any stage of his bid or during any pre-contract or post-contract stage to secure the contract or in furtherance to secure it.

6.14 Right to Terminate the Process

Capital Region Urban Transport (CRUT) may terminate the tender process at any time and without assigning any reason. Capital Region Urban Transport (CRUT) makes no commitments express or implied, that this process will result in a business transaction with anyone.

6.15 Compliant proposals/Completeness of response

- i. Bidders are advised to study all instructions, forms, terms, requirements, and other information in the tender documents carefully. Submission of the bid shall be deemed to

have been done after careful study and examination of the tender document with full understanding of its implications.

- ii. Failure to comply with the requirements of this paragraph may render the proposal non-compliant and the proposal may be rejected. Bidders must:
 - a) Include all documentation specified in this tender.
 - b) Follow the format of this tender and respond to each element in the order as set out in this tender.
 - c) Comply with all requirements as set out within this tender.
- iii. Bidder should not propose multiple options for any system software or other infrastructure proposed as part of the bid.
- iv. For all the components, wherever applicable, bidder needs to provide the data sheets of the product.

6.16 Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the tender. No Deviations and Exclusions to the tender are allowed. In the absence of any specific provision in the agreement on any issue, the decision of Capital Region Urban Transport (CRUT) shall be final.

6.17 Modification and Withdrawal of Bids

- i. No bid shall be altered / modified after submission of the bid to Capital Region Urban Transport (CRUT). Unsolicited correspondences in this regard from Bidders shall not be considered.
- ii. No bid shall be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidders in the Bid.
- iii. Withdrawal of a bid during this interval shall result in the Bidders forfeiture of its EMD.
- iv. Prices in any form or by any reason before opening the Commercial Bid should not be revealed. If price change is envisaged due to any clarification, revised financial Bid can be called from all the bidders by Capital Region Urban Transport (CRUT).

6.18 Late Bids

- i. Bids received in hard copy after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.
- ii. The bids submitted by E-mail or any other mode shall not be considered. No correspondence will be entertained on this matter.
- iii. Capital Region Urban Transport (CRUT) reserves the right to modify and amend any of the above-stipulated conditions/criteria depending upon project priorities vis-à-vis urgent commitments.

6.19 Submission of Proposal

- i. Proposal shall include hard copy of complete technical proposal and Tender Fee & EMD in form of DD as specified in Bid Datasheet.
- ii. Financial Proposal as per the format provided in Annexure.
- iii. Bidder should sign the Bidder Details as per Annexure on company letter head stating that they have read and understood, all the terms and conditions stipulated for in the tender and are willing to abide by these tender terms and conditions, before submitting the bid document. Bids submitted without the signed bidder details and not complete in all respect shall not be considered incomplete and will not be considered for evaluation.
- iv. The prospective bidders are required to visit website details as per bid datasheet mentioned in the Tender document.

- v. Un-signed and un-sealed application shall not be accepted.
- vi. All pages of the application and documents being submitted must be signed, stamped, and sequentially numbered by the bidder.
- vii. Ambiguous applications/documents/bids will be out-rightly rejected.
- viii. Applications not submitted as per the format will be rejected.
- ix. Bid with any deviation shall be liable for rejection.
- x. The bid documents are non-transferable.
- xi. The bidder is expected to price all the items and services sought in this tender. The Bid should be comprehensive and inclusive of all the services to be provided by the bidder as per the scope of work and must cover the entire Agreement Period.
- xii. The bidder should also provide the detailed break-up of the Tax/ Charges which bidder would be submitting to Government against every transaction separately with Financial Proposal.
- xiii. The technical proposal shouldn't contain any financial information, if found same shall be considered as rejected.
- xiv. The Authority may seek clarifications from the bidder on the Pre-qualification Criteria on the submitted documents in technical bid, however no additional document cannot be produced by bidder as pre-qualification clarification except the documents submitted in technical bid. Any of the clarifications by the bidder on the documents submitted against the Pre-qualification Criteria should not have any financial implications.
- xv. A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder.
- xvi. The following conditions shall be adhered to while submitting a Bid:

Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, Bidder may format the prescribed forms making do provision for incorporation of the requested information.

Information supplied by a Bidder must apply to the Bidder.
- xvii. The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Take-overs) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition. The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.
- xviii. The Bidder meeting all criteria prescribed in the pre-qualification proposal criteria shall be termed as Qualified Bidder. Financial Bid of only Qualified Bidder shall be opened.

6.20 Additional Work:

Authority reserves the right to increase or decrease the number of Buses in any category provided in the tender during the contract period. For any additional buses, payment shall be made additionally on pro rata basis.

7. Bid Opening and Evaluation Process

7.1 Opening of Bids

- i. The bids that are submitted successfully shall be opened as per date and time given in Proposal Data Sheet, as per the procedure only in the presence of bidders or their respective duly authorized representatives.
- ii. Total transparency will be observed and ensured while opening the Proposals/Bids.
- iii. Capital Region Urban Transport (CRUT) reserves the right to postpone or cancel the Bid opening schedules.
- iv. Bid opening will be conducted in two stages.
 - a) In the first stage, Pre-qualification Proposals would be opened. The EMD of the Bidders will be opened on the same day and time, on which the Pre-qualification Proposal is opened.
 - b) In the second stage, Commercial Proposal of those Bidders whose Technical Proposals qualify, would be opened.
 - c) In the event of the specified date of Bid opening being declared as Government holiday, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative(s) of any Bidder remain(s) absent, Capital Region Urban Transport (CRUT) will continue the process and open the bids of the all the other Bidders, whose representatives are present.

7.2 Evaluation Process of Bids

- i. Authority will constitute an Evaluation Committee to evaluate the responses of the bidders.
- ii. Evaluation Committee constituted by Capital Region Urban Transport (CRUT) shall evaluate the responses to the tender and all supporting documents / documentary evidence.
- iii. The Committee may seek inputs from their professional and technical experts in the evaluation process.
- iv. Capital Region Urban Transport (CRUT) reserves the right to do a reference check of the past credentials stated by the Bidder. Any feedback received during the reference check shall be considered during the technical evaluation process.
- v. The decision of the Evaluation Committee in the evaluation of responses to the tender shall be final. No correspondence will be entertained in this regard.
- vi. The Evaluation Committee reserves the right to reject any or all proposals based on any deviations without assigning any reason thereof.
- vii. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are considered undesirable and may be construed as an indication of the bidder's lack of cost consciousness. Capital Region Urban Transport (CRUT)'s interest is in the quality and responsiveness of the proposal.
- viii. Financial bids of the bidders shall be opened who are qualified in the technical bid by scoring a minimum mark of 70 out of 100 marks.

7.3 Clarification on Bids

- i. During the bid evaluation, Capital Region Urban Transport (CRUT) may at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response

shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. Capital Region Urban Transport (CRUT) may ask for clarifications as many times as possible from the bidders to the satisfaction of the Technical Evaluation committee.

- ii. If the bidder fails to provide the clarification or any additional information sought, the information provided in the technical proposal only, will be used for evaluation. It is clearly understood that the additional information or clarification on the technical proposal provided by the bidders will not be the basis for affecting any changes in the Commercial Proposal already submitted by the bidders.

7.4 Preliminary Examination of Bids

- i. Capital Region Urban Transport (CRUT) will examine the bids to determine whether they are complete, whether the required EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the criteria specified in the tender, will be rejected by Capital Region Urban Transport (CRUT) and shall not be included for further consideration. Any deviations in proposal response may make the bid liable for rejection. Initial Bid scrutiny will be held, and bids will be treated as non-responsive, if bids are:
 - a) Not submitted in format as specified in the tender document Received without the Letter of Authorization (Power of Attorney) Found with suppression of details.
 - b) With incomplete information, subjective, conditional offers, and partial offers submitted.
 - c) Submitted without the documents requested.
 - d) Non-compliant with any of the clauses mentioned in the tender.
 - e) With a lesser validity period.

7.5 Pre-Qualification

Before opening and evaluation of the technical proposals, the bidder's eligibility would be evaluated to assess their compliance with the following pre-qualification criteria. Bidders failing to meet these criteria or not submitting requisite proof for supporting pre-qualification criteria are liable to be rejected at the preliminary level. The bidder shall fulfill all the following Pre-Qualification criteria independently, as on the date of submission of the bid.

Sl. No	Basic Requirement	Specific Requirement	Documents required
PQ1	Tender Document fees	Tender fee in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Capital Region Urban Transport, Bhubaneswar	Bank/Demand Draft
PQ2	EMD	EMD in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Capital Region Urban Transport, Bhubaneswar	Bank/Demand Draft

SI. No	Basic Requirement	Specific Requirement	Documents required
PQ3	Legal Entity	The Bidder should be a company registered as a Company/LLP under Companies Act, 1956/2013 & Partnership firm.	-Copy of Certificate of Incorporation/ Registration/ Partnership deed signed by Authorized Signatory of the Bidder. -Copy of PAN and copy of GST Registration Certificate.
PQ4	Annual Turnover	Minimum average annual turnover of the organization must be INR 25 Crores from the last three (3) financial years (FY 21-22, FY 22-23 and FY (23-24)	Audited balance Sheet and Statement of Profit & Loss for last 3 financial years. Average Annual Turnover Certificate for the last 3 financial years duly signed by Statutory Auditor/CA of the Bidder. GST annual Return copies.
PQ5	Net worth	The Bidder should have average net worth at least 2 Crores for last three (3) years. (FY 2021-22, FY 2022-23 and FY 2023-24)	Certificate from the Statutory Auditor/CA clearly stating average Net worth as defined in this RFP in the stipulated format under Annexure
PQ6	Blacklisting	The Bidder should not be debarred / blacklisted by any State Government / Central Government / PSU Organization in India for Unsatisfactory performance, corrupt or fraudulent practices or any other unethical conduct either indefinitely or for a period as on date of submission bid.	A self-certified letter signed by the Authorized Signatory of the Bidder
PQ7	Advertising Experience	The bidder must have advertisement experience of minimum of 3 projects in any state Govt./Central Govt during the last three years.	Work Order / LoA / Contract Agreement / Client Certificate
PQ 8	Non-performance Declaration	In the last 3 (three) years, Bidder should neither have failed to perform on any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder.	A self-certified letter signed by the Authorized Signatory of the Bidder in the stipulated format under Annexure in letterhead.

CRUT may seek clarifications from the bidder on the Pre-qualification Criteria on the submitted documents, however, no additional document can be produced by the bidder as pre-qualification clarification except the documents submitted in the bid. Any of the clarifications by the bidder on the documents submitted against the Pre-qualification Criteria should not have any financial implications.

7.6 Technical Bid Evaluation

Weighted Technical Mark (TM) will be given based on the evaluation of the Technical Bid delivered by the eligible bidder as per the Evaluation Criteria mentioned in the RFP.

Sr. No	Descriptions	Marks	Supporting Documents
TQ-1	<p>Financial Capability: The bidder must have an average annual turnover in India of at least Rs. 25 crores during the last three completed financial years (FY 2021-22, FY 2022-23 & FY 2023-24):</p> <ul style="list-style-type: none"> at least Rs. 25 crores: 5 Marks >25.00 Crores and < 50.00 Crores: 10 Marks > 50.00 Crores: 15 Marks 	30	Audited financial statements for last three Financial Years or CA's certificate clearly specifying the average annual turnover for the specified years.
TQ -2	<p>Net Worth: The Bidder should have average annual net worth at least 2 Crores for last three (3) years. (FY 2021-22, FY 2022-23 and FY 2023-24)</p> <ul style="list-style-type: none"> at least Rs. 2 crores: 10 Marks >2.00 Crores and < 5.00 Crores: 10 Marks > 5.00 Crores and above: 10 Marks 	30	Certificate from the Statutory Auditor of CA's certificate clearly stating average Net worth as defined in this RFP in the stipulated format under Annexure.
TQ-3	<p>Experience of Advertisement: The bidder must have advertisement experience of minimum of 3 project in any state Govt. during the last three years ending on 31.01.2025.</p> <ul style="list-style-type: none"> One project = 10 Marks Each one more project carries = 5 Marks Maximum: 30 Marks 	30	Copy of Letter of Award/ Work Order/ PO/ Completion Certificate/
TQ-4	<p>Local Experience: The Bidder shall have experience in projects related to advertisement projects executed in Odisha, specifically through contracts with State or Central Government agencies.</p> <ul style="list-style-type: none"> Each project shall carry 5 Marks Maximum of 10 marks 	10	Copy of Letter of Award/ Work Order/ PO/ Completion Certificate

Note: A minimum Technical Score of 70 out of 100 is required to qualify for opening of financial Bid. Only those bids having minimum score would be considered 'Qualified' and eligible for opening of financial bids.

7.7 Financial Bid Evaluation

The Bidder/s quoting the **Highest financial quote (H1)** shall be the Preferred Bidders. For avoidance of doubt, it is clarified that in the event of discrepancy in numeric and alphabetical manner, the lower of both shall be considered.

7.8 Selection Procedure

The **Highest Cost Based Selection (HCBS)** Method shall be followed for selection of the successful bidder preferred during the overall selection process.

- i. The Bidder/s whose Bid is adjudged as responsive in terms of tender and with the Highest financial quote (H1 Bidder) as per Clause shall be declared as the selected Bidder/s (the "Successful Bidder/s").
- ii. If two or more Bidders quote the highest amount, (the "The H1 Bidder"), then the Authority shall award the work to the bidder with the highest technical mark secure in technical evaluation criteria mentioned in the clause mentioned in this RFP. If the marks are same for H1 Bidder, Authority shall use any other parameter as deemed appropriate for finalizing the selected agency. Authority's decision will be final in this regard.
- iii. After selection successful bidder, a Letter of Award (LOA) shall be issued, in duplicate, by the Authority to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA, duly signed by the Successful Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Successful Bidder to acknowledge the LOA.
- iv. After acknowledgement of the LOA as aforesaid by the Successful Bidder and submission of Performance Security by the successful bidder, the Contract Agreement shall be executed between Authority and the Successful Bidder.
- v. The Successful Bidder shall not be entitled to seek any deviation, modification, or amendment in the Contract Agreement.

7.9 Performance Bank Guarantee

- i. The Performance Bank Guarantee(PBG) of 5% of the annual contract value shall be submitted within 30 days of issue of Letter of award. However, it is to be noted that the date of commencement of project and all contractual obligations shall commence from the date of date of agreement. The Performance Bank Guarantee shall be valid throughout the contract period.
- ii. An amount equivalent of 5% of annual contract value shall be payable by the bidder for the contract period and additional six month from the end of the contract period. All charges whatsoever such as commission, etc. with respect to the Performance Bank guarantee shall be borne by the bidder. Post completion of Project, this bank guarantee shall be returned subject to work carried out to the satisfaction of the Capital Region Urban Transport (CRUT) Officers.
- iii. The Performance bank guarantee may be discharged / returned by Authority upon satisfactory completion of project as per the tender and contract. However, no interest shall be payable on the PBG. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Bank Guarantee as and when it is due on account of non-completion of the project and warranty period. In case the selected bidder fails to submit performance bank guarantee with the time stipulated, Capital Region Urban Transport (CRUT) at its discretion may cancel the work order placed with the selected bidder.

- iv. Capital Region Urban Transport (CRUT) shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period, or if the Authority incurs any loss due to bidder's negligence in carrying out the project implementation, as per the agreed terms & conditions. Notwithstanding and without any prejudice to any rights whatsoever of Capital Region Urban Transport (CRUT) under contract, the proceeds of PBG shall be payable to Capital Region Urban Transport (CRUT) as compensation, for any loss resulting from bidder's failure to complete its obligations under the Contract. Capital Region Urban Transport (CRUT) shall notify the bidder in writing, of the exercise of its right, to receive such compensation within 14 days, indicating the contractual obligations for which the bidder is in default.
- v. The Authority shall also be entitled to make recoveries, from the bidder's bills, PBG, or from any other amount due to the bidder, the equivalent value of any payment made to the bidder due to inadvertence, error, collusion, misconstruction, or misstatement.

7.10 Signing of Contract

Capital Region Urban Transport (CRUT) shall enter into a contract and execute the contract agreement incorporating all clauses, pre-bid clarifications, corrigendum's & addendums and the proposal of the bidder with the successful bidder.

7.11 Failure to Agree with the Terms and Conditions of the Agreement

- i. Failure of the successful bidders to agree with the terms and conditions of draft agreement and tender shall constitute sufficient grounds for the annulment of the award, in which event Capital Region Urban Transport (CRUT) may award the contract to the next most responsive bid or call for new proposals from the interested bidders.
- ii. In such a case, Capital Region Urban Transport (CRUT) shall forfeit the PBG of the successful bidder.

8. Scope of Work

8.1 Scope for Advertisement (Exterior & Interior) space on the Buses

The bidder should be required to submit their highest bidding for advertisement (Exterior & Interior) in Rs. Per Sq. ft per bus.

The scope of the work includes but is not limited to

- i. The selected agency shall have exclusive rights of advertisement on the Buses running under CRUT, subject to the terms and conditions set forth in this Request for Proposal (RFP).
- ii. The successful bidder shall have to intimate the authority before going for the advertisement on the buses and & submit the contract enter between the client and the successful bidder for advertisement.
- iii. Space availability for advertisement on the buses may vary during the period of this Agreement for reasons including but not limited to the acquisition of new buses or implementation of new designs or specifications that do not permit the posting of standard advertising materials.
- iv. The selected agency will be responsible for soliciting advertisers to buy advertising space to be placed on the interior and exterior of buses. The bidder shall employ its best efforts to develop, and sales of advertising space and shall operate a fully staffed business office in Odisha including (a) an experienced local ad sales force with the capability of acquiring

advertisements (b) an office facility and workforce capable of insuring proper installation, maintenance, and removal of advertising displays on buses.

- v. The selected agency shall comply with generally accepted industry principles, and with all applicable laws and regulations, including but not limited to truth in advertising, copyrights, trademarks, and all other intellectual property rights.
- vi. The selected agency will adhere to standard billboard advertising principles, recognizing that most of the time either the bus or the audience will be in motion. The message should be more visual with as few words as possible.
- vii. The selected agency shall remove all dated advertising materials relating to a specific time within five calendar days of its expiration date; and
- viii. The selected agency shall remove any damaged advertising hardware, damaged or defaced advertising material, unapproved advertising materials, or advertising in conflict with advertising policy statements, included with this RFP, within 24 hours. If such is not removed within this time period, CRUT has the right to remove such materials and the expenses shall be reimbursed by the bidder along with penalty as imposed by the authority.
- ix. The selected agency shall be required to engage adequate skilled and trained manpower for doing the advertising installation work in the buses during the contract Period. CRUT shall confirm the vehicle deployment plan with the number of buses from time to time.
- x. The selected agency shall offer a single window, complete solution for the operation of the advertising work in specified areas (Exterior & Interior) as decided by the Authority
- xi. CRUT reserves the right to increase/decrease the number of buses schedules as well as replace the old buses with new buses & vice-a-versa as and when required.
- xii. For any damage/ loss to the buses during the installation of advertisements, the Agency shall be held responsible, and the amount of the loss will be recovered by the Authority. The amount of loss shall be decided by the authority and the decision of the authority in this regard shall be binding on the Agency.
- xiii. In case any liability accrues or arises out of any damage, claims/ disputes against any advertisement by any third party the entire liability, claim, action for loss shall rest on the Bidder who alone shall be responsible for all such claims/ liabilities/ settlements / disputes and CRUT shall be absolved of any responsibility on such account.
- xiv. The bidder shall have to remove the advertisement with immediate effect in case of any Govt. order for advertisement with respect to the public interest.
- xv. The Bidder will remove the advertisement display from all the buses within 15 days after the expiry of the contract. However, 30 days' time can be granted by the CRUT to complete the work done with the condition that the Bidder will have to make the payment up to the day the advertisement is removed.
- xvi. If the removal of the advertising material from Buses is not done within the above stipulated time CRUT shall have the right to remove the same at the cost of Bidder without any notice. That cost shall be recovered from the bidder by forfeiting/encase the performance security given by the bidder.
- xvii. The measurements provided in annexure are indicative and may be subject to variation. Bidders are advised to verify the measurements and adjust their square foot rate accordingly. The available space may change if advertisements are placed in the area, which could impact bus functionality or cause discomfort for passengers. Additionally, any

obstacles faced by the driver while operating the vehicle should also be taken into consideration.

- xviii. The authority will retain two spaces on the interior of each bus to display Authority information.
- xix. The bidder will allow the authority to utilize unsold space furnished by the Authority, containing the authority's own institutionalized advertising information.
- xx. The authority will provide the bidder reasonable access to its facility and its vehicles at the discretion of the Authority, for the purpose of conducting associated contract business.

8.2 Scope for Specific Requirements

- i. Space for the advertisement: Exterior advertising will be permitted on the right and left sides, and at the rear of each bus. Prior to the installation of advertisements, CRUT will approve the exact space on the buses for advertisements. These space will become the standard space for advertisements on the buses during the terms of the agreement. CRUT branding will be located on the headliners space above the windows. The advertisement shall not cover/hide the logos inscribed in the buses.
- ii. Maintenance of advertisement: Bidder will be responsible for maintaining all advertisements for CRUT buses in good condition, and for replacing any advertising material that has been stolen, damaged, or defaced. Bidder will develop and implement a Quality Control Program for maintaining, repairing, and/or replacing advertising materials that are damaged, defaced, or outdated. The bidder shall be responsible for all costs in connection with the maintenance, repair, and/or replacement of advertising on CRUT buses.
- iii. Restoration of Bus Surface: Upon expiration of the agreement, bidder will be responsible for restoring all surface and paint schemes of transit agency buses to their original condition at bidders sole expense. The use of advertising frames and associated hardware or of the adhesive used to apply the advertisements shall not cause damage to the buses, their paint schemes, or exterior surfaces. CRUT will notify the bidder of any such damage. CRUT will be the sole judge in determining the extent of repair needed to restore the damaged area (s) to its original condition.
- iv. Bus Fleet size: CRUT has around 500 buses in operation. All buses are available for exterior and interior (Except the Exterior of Double Decker Buses) advertising as per the specified dimensions Current bus inventory by vehicle length and availability of exterior, interior is shown in Annexure XI. While the bidders are requested to measure and verify the space available in all types of buses before giving their financial proposal.
- v. CRUT agrees to notify the bidder of any increase or decrease in the total number of buses, or replacement buses, in use. Buses removed from operation for routine minor repair or routine temporary servicing shall not be considered as having been taken out of operation or as decreasing the number in operation.
- vi. No Route Specific Advertisement: Under no circumstances should advertisements be route specific and the bidder shall not represent to potential advertisers that advertising can be route specific due to rescheduling of buses as per the demand.
- vii. Approval of Advertising Materials: The bidder must ensure the quality of materials to be used for affixing the advertisements according to the advertising policy statements included with this RFP.
- viii. Bidder shall always comply with all Central, State, and local laws and regulations. The

bidder shall promptly remove any advertising that conflicts with the advertising policy statements, creates a safety hazard, or violates any Central, State, or local laws.

- ix. Bidder shall follow the guidelines of the advertisement policy for Urban Odisha,2013.
- x. Access to Vehicles: The bidder shall have access to buses while the buses are in the garage for the purpose of installing, maintaining, repairing, and removing the advertising copy, displays, and other advertising media. However, the bidder shall not interfere with CRUT operations, including, but not limited to, repair, operation, and maintenance of buses and vehicles.
- xi. During the performance of the work under this Agreement, bidder shall keep the working area in a safe and neat condition and shall ensure that its personnel conduct themselves in a safe and proper manner. Bidder agrees to assume full liability for actions on the part of its employees in connection with service performed under this agreement. In connection with the bidders installation work, CRUT agrees to provide a reasonably dust-free area during the advertising installation.

8.3 Warranty:

- A) The bidder assumes all responsibility for all the materials and services provided under the contract, whether these materials and services are to be provided by the bidder, purchased ready-made, or provided by third parties.
- B) The bidder warrants that all products and/or processes utilized in production, installation, and removal of all advertisements during the term of the agreement shall not damage the surface of CRUT buses.
- C) It is understood and agreed that by establishing this warranty, by outlining the specification and agreement documents, and the bidder's proposed approach to this project, CRUT does not waive (a) any warranty, either express or implied, created pursuant to this Agreement or by law, or (b) other obligations of the bidder that may arise under applicable law.

8.4 Open Clause

The Authority reserves the right to increase or decrease the number of Buses or space specified in annexure-XI for advertisement, (i.e. the number of Buses mentioned in the RFP/ Agreement) at any time till the completion of Contract period without any change in the Sq. ft price or other Terms & Conditions.

The Agency will have to deposit performance security of additional amount separately within 30 days from the date of amendment of increased Bus quantity in the same manner & method prescribed.

9. Termination of the Contract

- i. The Authority may, without prejudice to any other remedy for any breach of any terms/ condition of the contract and RFP, by written notice of default of 30 days sent to the Agency, terminate the contract in whole or in part and forfeit the performance security along with interest there upon:

If the Agency fails to deliver the required project of advertisement in the buses within the delivery schedule (s) specified in the contract, or any extension thereof granted by the Authority.

Either party may with 3 months prior notice can terminate the contract.

- ii. The Agency will be liable to be blacklisted on the following conditions:
 - a. Dishonest/ fraudulent/ sharp practices are indulged in by the Agency.
 - b. Advancing a claim on the basis of forged documents.
 - c. Sale or supply of spurious items and compromising public safety.
 - d. Material concealment/suppression of facts or gross misrepresentation of facts.
 - e. Any other conditions as mentioned in the Govt. of Odisha/India rules and regulations.

10. Payment Terms

- i) The Bidder shall make a monthly payment including GST to CRUT. Said monthly payment including GST shall be made within 7th day from the receiving of the Tax Invoice from CRUT. The payment shall be through net banking / RTGS / NEFT to CRUT.
- ii) The bidder's payment to CRUT will be based on Sq. ft wise as per RFP.
- iii) CRUT may increase or decrease the number of buses in any category from the list provided in the tender during the contract period.
- iv) Any payment not made within ten days (10) of the due date shall attract 5% of the bill amount as late fee.
- v) In case of default of payment for a continuous period of three (3) months, the Contract shall be cancelled, and performance security shall be forfeited automatically without further intimation.
- vi) Monthly payment should be including all taxes including GST.
- vii) The Agency shall have to appoint/ keep qualified and efficient staff for the above advertising project of buses and for that the Agency shall be responsible/ liable to pay wages as per the prevailing rules of the law whatsoever. CRUT shall in no way be responsible for any kind of payment or for any financial liabilities.
- viii) The Agency shall have to take comprehensive insurance for all the staff working under the agency and shall have to produce proof thereof till the contract is in force within a period of 30 days of the signing of the agreement. It is further clarified that because of any accident/natural calamity if any injury caused or causality of the workmen of the agency and its property, the Agency shall be solely liable and responsible for the consequences of the same and there shall not be any responsibility on the part of the CRUT.
- ix) The Agency shall fulfil all the provisions of Rules and Regulation of the prevailing Labour Laws, Motor Vehicles Act etc. Any dispute arising out of the prevailing laws the Agency shall be liable and responsible for the same.
- x) The Agency shall not transfer, subcontract, or assign this contract to any other party and if any change in the partnership of the firm takes place, prior approval of the CRUT will be taken.
- xi) The Agency shall keep all the buses under contract in good/neat and clean and in good hygienic condition. In case of any breach is committed, then the CRUT shall have the right to terminate the contract without assigning any reason and to recover the damages from the Agency.
- xii) In the case of default on the part of Agency, CRUT reserves the right to terminate the

contract by giving 15 days advance notice. In such a case, Security Deposit and Bank Guarantee of the Agency shall be forfeited by the CRUT. In the case of formal termination of the contract, two months' Notice can be given by Agency or CRUT.

- xiii) The Contract Period of the RFP shall be initially for (3) three years on annual basis and may be extendable for two years. However, the extension period may vary as per requirement, policy of contract and subject to satisfactory performance/ results of the working Agency.
- xiv) If the Agency discontinues the contract during the contract period, the bank guarantee will be forfeited, and any damages/ loss arise due to discontinuing contract will be recovered from the Agency.
- xv) The Agency, being a partnership firm, shall give in writing the confirmation to the effect that all terms & conditions contained herein in this tender form shall be binding to all the partners of the firm. All partners of the Agency shall be responsible jointly and severally for any civil, criminal, and other liabilities.
- xvi) For any controversy or dispute arising out of this work contract, legal jurisdiction shall be Bhubaneswar Court only.

11. Service Level Benchmark

11.1 Service Level Benchmark for Advertising (Exterior & Interior) in Bus

- i. In case it is observed that the Agency is not adhering to the time schedule as well as the scope for completing the assignment, CRUT will be at liberty to levy appropriate penal charges to be recovered from the payments.
- ii. No interruption of bus services shall be allowed under any circumstances. The Agency has to make alternative arrangements of advertising installation work on its own in case of disruption.
- iii. No bus should be found dirty after fixing or removal of advertisement material.
- iv. The Agency will give name & mobile numbers of all personnel deputed.
- v. The Agency has the responsibility to maintain all required machine tools and equipment at its own cost.
- vi. The agency shall install all the advertisements on the buses during the idle time of the buses i.e. the operations of buses shall not be disrupted.

12. Obligation of CRUT

CRUT shall:

- i) Shall allot buses of at least 90% of the fleet size to the agency within Thirty (30) days from the date of this Agreement.
- ii) Grant or where appropriate provide necessary assistance as far as possible to the agency in securing applicable permits, permissions and approvals required for implementation, operation & maintenance of the Project. However, unless otherwise provided hereunder, the Concessionaire shall be liable to pay such fees or deposits to the concerned authorities as may be necessary.

13. Penalty

13.1 Penalty for Maintenance of Buses

Sr. No.	Description	Fine in Terms of Charges/day/bus
1	Failure to maintain cleanliness	Rs. 500/ Day / Bus
2	Not maintaining the approved/standard of the vinyl stickering	Rs.2000 /Day/Bus
3	Non-compliance with advertisement policy/content standards	Rs 3000/ Day/Bus
4	Failure to meet advertisement placement standards as specified in the contract (size, location)	Rs 300/ Day/ Bus
5	Unauthorized advertisement	Rs 1000 / Day/ Bus
6	Delay in removal of advertisement	Rs 200 /Day/ Bus
7	Delay in payment (After 7days from the receiving of the Invoice).	Interest @ 12% pm on the outstanding amount
8	Any damages to buses during mounting and dismounting of Advertisement	Rs 5000 /Day/ Bus

14. Force Majeure

- i. For the purposes of this contract, Force Majeure means an event beyond the control of the parties to the contract and not involving either party's fault or negligence and not foreseeable.
- ii. If, at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract because of an event rendering performance of obligations impossible which include acts of God, war, revolutions, hostility, civil commotions, strikes, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfilment of contract shall be postponed during the period when such circumstances are operative.
- iii. The party which is unable to fulfil its obligations under the present contract shall, within Fifteen (15) days of the occurrence of the Force Majeure event, inform the other party of suitable documentary evidence. The non-availability of any component etc. or any price escalation or change in any duty, tax, levy, charge etc. should not be an excuse for the Agency for not fulfilling his obligations under this clause/ contract.
- iv. If such inability on account of force majeure to perform continues for a period of more than three months, each party shall have the right to be released from further performance of the contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to contract terms.
- v. The Agency shall not be liable for forfeiture of his performance security or termination if and to the extent that delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure.

Annexure I: Covering Letter (On the Letterhead of the Applicant)

To

Date: _____

The General Manager (P & A)
Capital Region Urban Transport (CRUT)
Plot No-548/1452, Patia, Kalarahanga,
Bhubaneswar, Odisha (INDIA), Pin- 751024

Ref: **“Request for Proposal for Exclusive Advertisement Rights of the Interior and Exterior portion of the Buses under CRUT for a period of (3+2) Years.”**

Being duly authorized to represent and act on behalf of..... (hereinafter referred to as “the Applicant”) and having reviewed and fully understood all of the information provided in the RFP document provided by the Authority in respect of the captioned selection, the undersigned hereby uploads the Applications in response to the RFP.

1. I/We have studied the RFP document carefully and understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process.
2. This statement is made for the selection purpose of qualifying as an Applicant for the selection.
3. I/We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticating the qualification statement.
4. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any application that you may receive nor to invite the Applicants, without incurring any liability to the Applicants.
6. My/Our Application is consistent with all requirements of submission as stated in the Selection Document or in any of the subsequent communication issued by the Authority. I/We would be solely responsible for any errors or omissions in our application.
7. I/We understand that any omission, commission or misstatement in facts provided by us will make our application invalid at any time during the Selection Process and also after the Selection; the Authority reserves the right to take appropriate action accordingly.
8. I/We understand that the Authority reserves the right to accept or reject any or all the Applications and reserves the right to withhold and/or cancel the Selection Process without assigning any reason or otherwise.
9. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the Selection of Agencies, or in connection with the Selection Process itself, in respect of the above-mentioned activities and the terms and implementation thereof.

10. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.
11. I/We upload cost of RFP document of Rs. _____/- (Rupees _____ Only) vide _____ [DD no./ BD No., name of bank] to the Authority in accordance with the RFP Document.
12. I/We offer an EMD of Rs. _____/- (Rupees _____ Only) vide _____ [DD no./ BD No., name of bank] to the Authority in accordance with the RFP Document.
13. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in my/our Application, i/we hereby represent and confirm that my/our Application is unqualified and unconditional in all respects.

Signature of the Authorized Person

Name of the Authorized Person

Dt -----

Annexure II: Details of Bidder

(On Bidder Letter Head)

- 1 Name
- 2 Address of the corporate headquarters and its branch office(s), if any, in India
- 3 Date of incorporation and / or commencement of business
- 4 GST details
- 5 Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project
- 6 Details of individual(s) who will serve as the point of contact/ communication for the Authority.
 - Name, Designation, Company, Address, Telephone Number, E-Mail Address.
- 7 Bank Account details along with IFSC
- 8 Particulars of the Authorized Signatory of the Bidder
 - Name, Designation, Company, Address, Telephone Number, E-Mail Address.

A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past (Attach extra sheets, if necessary)

Signature of the Authorized Signatory)

(Name and designation, address, email, phone no. of the Authorized Signatory)

Date:

Annexure III: Financial Capacity of the Bidder

Format for CA Certificate

(The format should be certified by Chartered Accountant)

Name of Bidder	
----------------	--

Sl. No.	Financial Year	Annual Turnover	Net Worth
	2021-22		
	2022-23		
	2023-24		
Average			

Name and address of Bidder's Bankers: _____

Instructions

- i. The Bidder should provide details of its own Financial Capacity specified in the tender.
- ii. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - a. Reflect the financial situation and turnover of the Bidder.
 - b. Be audited by a statutory auditor.
 - c. Be complete, including all notes to the financial statements; and
 - d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- iii. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
- iv. The Bidder shall also provide the name and address of the Bankers to the Bidder.
- v. The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with the tender document.
- vi. The Bidder shall also provide an Auditor's certificate specifying the annual turnover of the Bidder.

Dated thisday of 2025.

Name of the CA:

UDIN:

Signature of Certifying CA:

Annexure IV: Technical Capacity of the Bidder

The bidder shall submit technical qualification details in the below prescribed for as

Sr. No	Client Name	Year	Work Order/Client Certificate	Contract Period

Signature of the Authorized Signatory)

(Name and designation, address, email, phone no. of the Authorized Signatory)

Date:

Annexure V: Pre-Qualification Response Letter

(To be submitted on the letterhead of the bidder)

(Location, Date)

To

The General Manager,
Capital Region Urban Transport
Plot No. 548/1452, Patia, Kalarahanga,
Bhubaneswar, Pin – 751024, Khordha, Odisha.

Ref:

Subject: **“Request for Proposal for Exclusive Advertisement Rights of the Interior and Exterior portion of the Buses under CRUT for a period of (3+2) Years.”**

Sir,

1. With reference to your tender document dated ___, I/we, having examined the tender document and understood its contents, hereby submit my/ Bid for Qualification for the aforesaid project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Capital Region Urban Transport will be relying on the information provided in the Bid and the documents accompanying such Bid for pre-qualification of the Bidder for the aforesaid project, and we certify that all information provided in the Bid and in Annexures to this tender is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the purposes of this Request for Proposal as mentioned in the aforesaid subject.
4. I/We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate all statements with reference to pre-qualification and other aspects of bid processing/evaluation.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - (i) I/We have examined and have no reservations to the tender document, including any Addendum issued by the Authority.
 - (ii) I/We do not have any conflict of interest in accordance with Clauses of the tender document.
 - (iii) 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 Section of the tender document, in respect of any tender or request for proposal issued by or any agreement entered into with the

Authority or any other public sector enterprise or any government, Central or State; and

(iv) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the tender 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.

(v) I/We hereby confirm that we will adhere to all statutory requirements as defined in this tender.

8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidder to Bid for the Project, without incurring any liability to the Bidder, in accordance with the tender document.
9. I/We believe that we satisfy(s) the Net Worth criteria and minimum annual average turnover meet(s) all the requirements as specified in the tender document and are / is qualified to submit a Tender.
10. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/ 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.
12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/employees.
13. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this tender, we shall intimate the Authority of the same immediately.
14. I/We have not been debarred/blacklisted by any State Government/ Central Government/PSU Organization in India for unsatisfactory performance, corrupt or fraudulent practices or any other unethical conduct either indefinitely or for a period of time as on bid submission date. (A self- certification by the Authorized Signatory is provided on non- judicial stamp paper of appropriate value)
15. The power of attorney for signing of Bid, as per format provided at Annexure of the tender, are also enclosed.
16. I/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 the Authority in connection with the selection of Bidder, selection of the Bidder, or in connection with the se- lection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
17. I/we agree and undertake to abide by all the terms and conditions of the tender document.
18. We agree and undertake to be liable for all the obligations of the Agency as per the terms of this tender.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the tender document.

Yours faithfully,

(Signature of the Authorized Signatory)

(Name and designation, address, email, phone and fax of the Authorized Signatory)

Date:

Place:

Name and seal of the Bidder

Annexure VI: Power of Attorney for signing of Bid.

(on stamp paper of Rupees 500/-)

Know all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name),..... son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for pre-qualification and submission of our Tender for "**Request for Proposal for Exclusive Advertisement Rights of the Interior and Exterior portion of the Buses under CRUT for a period of (3+2) Years.**" including but not limited to signing and submission of all Bids, and other documents and writings, participate in Pre- bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Tender, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Tender for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

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

IN WITNESS WHEREOF WE, [•], THE ABOVE-NAMED PRINCIPAL HAVE

EXECUTED THIS POWER OF ATTORNEY ON THIS [•] DAY OF [•], 20[•]

For

(Signature, name, designation and address) Witnesses:

1.

2.

(Notarized)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the*

procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- 2. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of*
- 3. Attorney for the delegation of power hereunder on behalf of the Bidder.*
For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidder from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming apostille certificate.

Annexure VII: Affidavit

(To be furnished on the non-judicial stamp paper of appropriate value and duly notarized)

Name of Work: **“Request for Proposal for Exclusive Advertisement Rights of the Interior and Exterior portion of the Buses under CRUT for a period of (3+2) Years.”**

I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct. I also understand in case of wrongful/false information, corporation is entitled to take any civil & criminal punitive action against me/us.

- The undersigned also hereby certifies that neither our firm M/s [•] nor any of its constituent partners have abandoned any work in India nor any contract awarded to us has been rescinded during last three years, prior to the date of this bid,
- The undersigned hereby authorize(s) and request(s) any bank, person, authorities, government or public limited institutions, firm or a corporation to furnish pertinent information deemed necessary and requested by the Authority to verify our statement or our competence and general reputation etc.
- The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Authority.
- The Authority and its authorized representatives are hereby authorized to conduct any inquiries or investigation to verify the statements, documents, and information permitted in connection with this bid and to seek clarification from our bankers and clients regarding any financial and technical aspects. The Affidavit will also serve as authorization to any individual or authorized representative to any institute referred to in the supporting information, to provide such information deemed necessary and requested by representative of Capital Region Urban Transport to verify statements and information provided in the Tender or with regard to the resources, experiences and competence of the Bidder.

Signed by the Authorized signatory Title of the

Office

Name of the firm Date

Annexure VIII: Non-Blacklisting Declaration

{Company Letter head}

Format of self-certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted.
Anti-Blacklisting Certificate

M/s (Name of the bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s)/ director(s) are not barred by State Government / any other Government entity or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, either individually as on the ___(Last date of submission of bid).

We further confirm that we are aware that our application for **the “Request for Proposal for Exclusive Advertisement Rights of the Interior and Exterior portion of the Buses under CRUT for a period of (3+2) Years.** would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the bidding process or thereafter during the agreement period. Dated this Day of..... 2025.

Name of the bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure IX: Self-declaration for Non-Performance

{Company Letter head}

I/ We hereby declare that my / our firm M/S..... have successfully executed the work order assigned by the State Government / any other Government entity or any state government or central government / department / Local Government / agency in India. There is no remark of non- performance or non-compliance in any of our past projects, or any contractual dispute / litigation / arbitration in the recent past. Dated this Day of 20.....

Name of the bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure X: Format for Financial Bid

(On bidders Letter Head)

TABLE-A

Sl. No	Description of Work	Unit	Rate per Sq. Ft per Buses (Exterior & Interior) excluding GST
1	Advertisement on Exterior & Interior of the buses (as mentioned in Annexure-XI)	Sq. Ft	
Rate In Word:			

Name of the bidder

Sign of the Authorized Signatory

Name of the Authorized Signatory

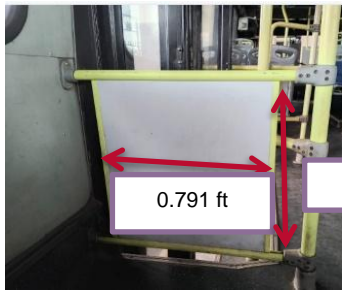
Annexure XI: Dimensions of Bus (Exterior & Interior)

SL No	Bus Specification (AC/ NON-AC)	Depot Name	Bus Size	Description	Size
1	AC Bus (TATA)	Patia	12 Mt	Display Bus Driver (back side of	3 ft X 1 ft 1 inch
				Fiber Above the Entry gate	3 ft 6 -inch X 0.49 ft
				Top Fiber	5 ft 1-inch X 1 ft 1.5 -inch
				Window Glass-1	3 ft 9.5 -inch X 1 ft 1.5 -inch
				Window Glass Near- 2 Near Door	3 ft X 0.833 ft
				Window Glass -3	3 ft 9.5 -inch X 1 ft 1.5 -inch
				Back Panel of Bus	7 ft X 1 ft
				Right side Panel of Bus	8 ft 4-inch X 2 ft
				Left Side Panel of Bus	8 ft 4-inch X 2 ft
2	NON-AC Bus (TATA)	Patia	12 Mt	Near Bus Entry Gate	0.791 ft X 0.95 ft
				Back side of Bus display	3 ft 3-inch X 1ft 1- inch
				Driver Back side for LED TV	2 ft 4- inch X 0.95 ft
				Side Glass	3 ft 8 -inch X 1 ft
				Back side Fiber	6 ft 6- inch X 0.74 ft
				Display Near Driver	3 ft X 1 ft 1 inch
				Display Light Back side of Bus	3 ft 3-inch X 1 ft 1 inch
				Back Panel of Bus	7 ft X 1 ft
				Right Side Panel of Bus	8 ft 4- inch X 2 ft
				Left Side Panel of Bus	8 ft 4- inch X 2 ft
3	AC Bus (JBM)	Chandrasek harpur	9 Mt	LED TV	2 ft X 1 ft 0.08 -inch
				Space Below LED TV	2 ft X 1 ft
				Display Board	3 ft 25-inch X 1 ft
				Fiber Panel above Exit Door	1 ft 8.5- inch X 0.87 ft
				Fiber Panel above Entry Door	3 ft X 0.87 ft
				Left Side Glass Panel Near Door – 1 & 2	34 ft 3 -inch X 0.79 -inch
				Left Side Glass Panel Near Door- 3	3 ft 5-inch X 0.79 -inch
				Left Side Glass Panel Near Door-4	3 ft 3-inch X 0.79 ft

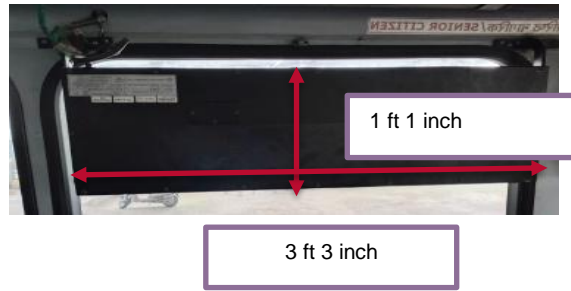
				Right Side Glass Panel Near Door-2 Nos	4 ft 4-inch X 0.79 ft
				Right Side Glass Panel Near Door- 3 Nos	3 ft 10-inch X 0.79 ft
				Right Side Glass Panel Near Door-4/5/6	3 ft 5-inch X 0.79 -inch
				Back Panel of Bus	6 ft 5 -inch X 1 ft
				Right Side Panel of Bus	8 ft X 2 ft
				Left Side Panel of Bus	8 ft X 2 ft
4	AC Bus (PM-e)	Gadakana	9 Mtr	Back side of Driver (Board)	1 ft 24 -inch X 1 ft 8-inch
				Exit Gate (Board)	1 ft 24-inch X 1 ft 8-inch
				Back side of Driver Seat	1 ft 4-inch X 1 ft 10-inch
				Back side Fiber of Bus	4 ft 17 -inch X 0.74 ft
				Fiber Near Driver Seat	5 ft X 0.62 ft
				Display Light Board above Ladies Seat	4 ft 2-inch X 1 ft 3-inch
				Side Glass – (Nos of Panel -4)	3 ft 5-inch X 0.79 ft
				Side Glass – Nos of Panel -3	4 ft 3-inch X 0.79 inch
				Back Panel of Bus	6 ft 5-inch X 1 ft
				Right Side Panel of Bus	8 ft X 2 ft
				Left Side Panel of Bus	8 ft X 2 ft
5	Double Decker Buses (interior)	Gadakana	9 mtr	Front Stair Case (7 nos)	2.8 ft X 0.10 ft
				Back staircase (10)	1.11 ft X 0.10 ft
				Seat Back side	1.3 ft X 2 ft
				In front of back door	3.5 ft X 2.7 Ft
				Bus top Back side	7.5 Ft X 2.5 Ft
				Back side left top	2.11 Ft X 0.11 Ft
				Near Back side stair	3.6 Ft X 5.1 Ft
				Back corner	1.10 ft X 2.5 Ft
				Right side top floor	2.11 ft X 1.4 ft
				Above back door near stair	8.0 ft X 1.11 Ft
				Infront of back door	1.10 Ft X 3.1 Ft
				Above back door	2.6 Ft X 1.11 Ft

Note: The above-mentioned measurements are indicative and subject to variation. Bidders are requested to verify the measurements and quote the sq ft rate accordingly. The allocated space may be adjusted or modified if advertisements compromise the bus's functionality, passengers' comfort is affected, or the driver's visibility or driving ability is obstructed.

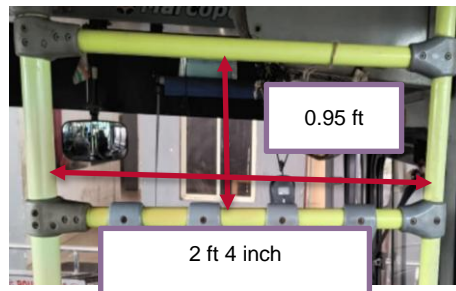
Approx Bus Dimension (Patia Depot) – Non-AC Bus (Interior)- 12 Mtr



(Bus Entry Gate)



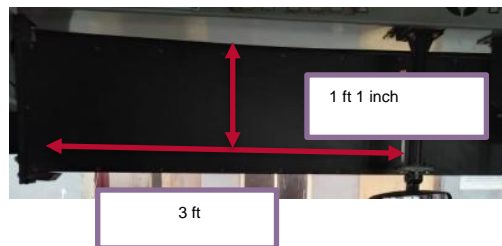
(Display Light)



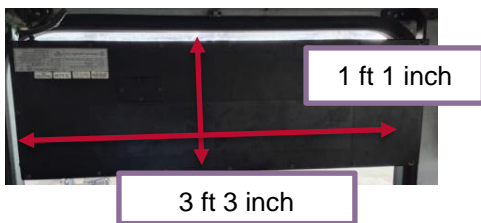
(Driver Back side for LED)



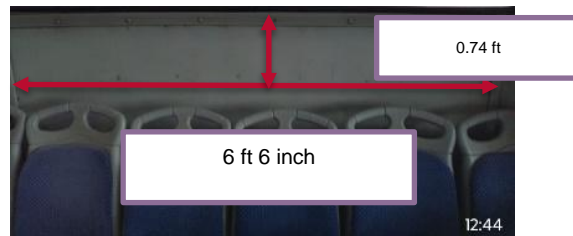
(Side Glass)



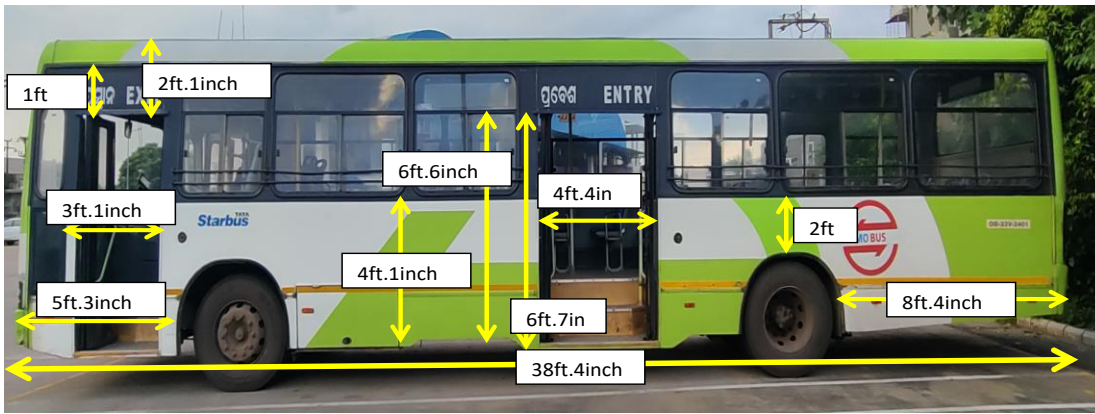
(Display near Driver)



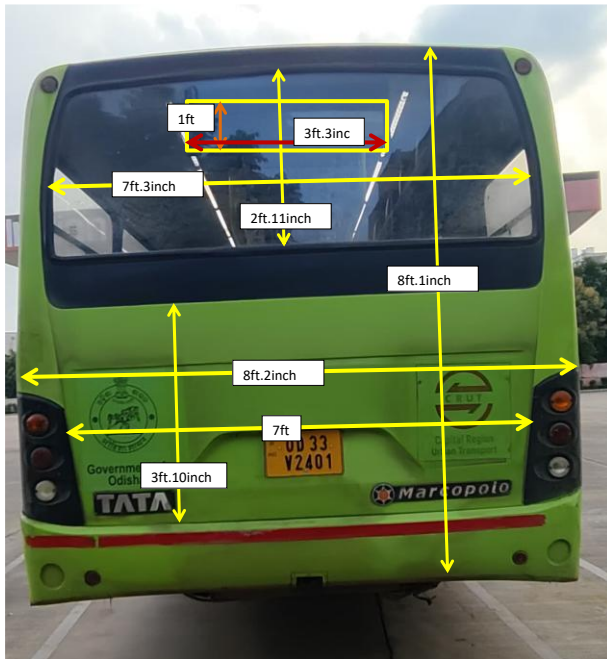
(Back side Display Light)



(Back Side Fiber)



(Non-AC- Left Side Panel)

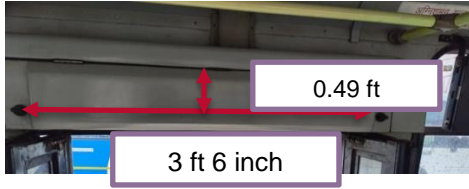


(Non-AC Bus- Back Panel)

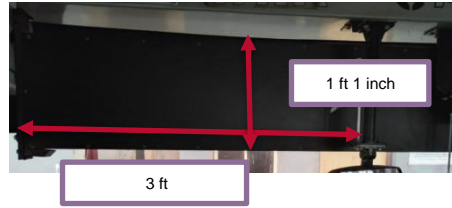


(Non-AC Bus-Right Side Panel)

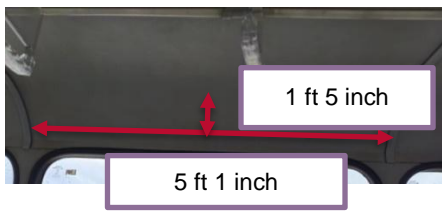
Approx Bus Dimension – Patia Depot – AC Bus (Interior)- 12 Mt



(Above the Entry Gate)



(Display Near Bus Driver)



(Top Fiber- 4 Nos)



(Window Glass 1)



(Window Glass No 2- Near Door)



(Window Glass No-3)



(AC-Bus Back Panel)



(AC-Bus Right Side Panel)

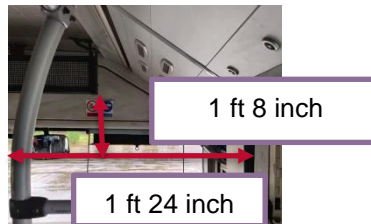


(AC-Bus Left Side Panel)

Approx Bus Dimension (Gadakana Depot) – AC Bus (Interior)- 9 Mt



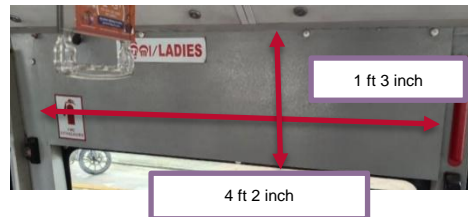
(Back side of Driver)



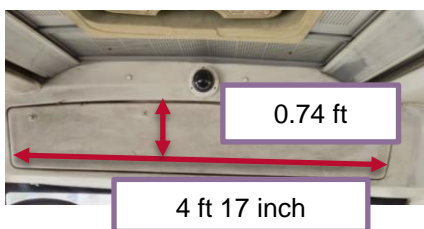
(Back side of Driver Seat)



(Exit Gate)



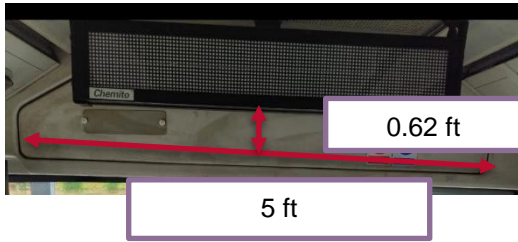
(Display Light above Ladies Seat)



Capital Region Urban Transport



(Back side Fiber)



(Fiber Near Driver Seat)

(Side Glass -Nos of Panel-4)



(Side Glass-Nos of Panel-3)



AC- Bus Back Panel

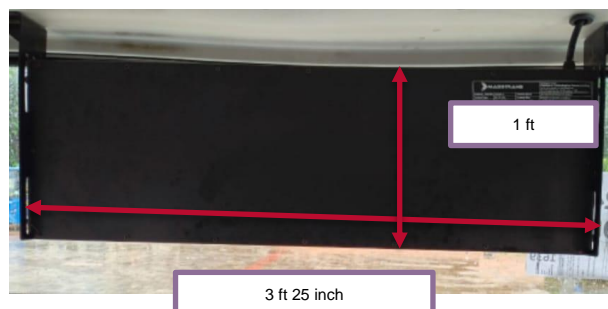
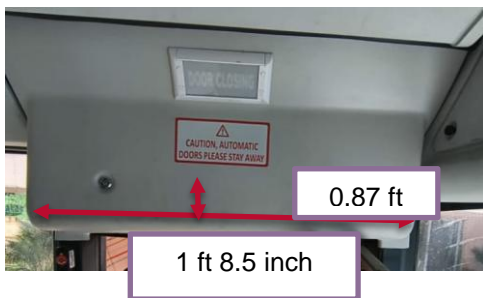
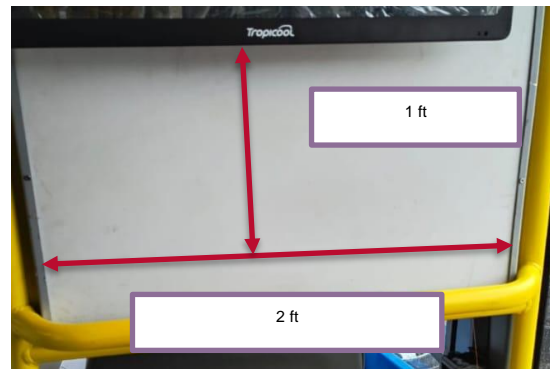
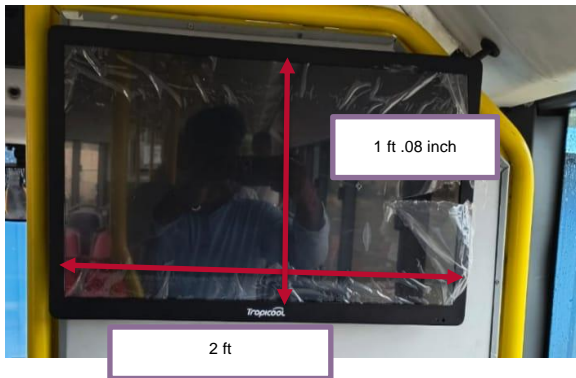


(AC Bus- Right Side Panel)



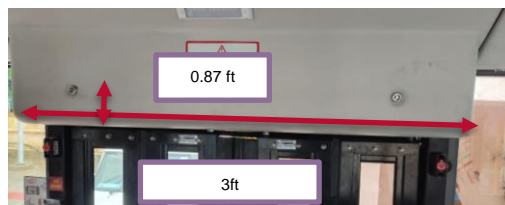
(AC Bus- Left Side Panel)

Approx Bus Dimension (CS Pur Depot) –AC Bus (Interior)-9 Mt



(Fiber Panel above Exit Door)

(Display Board)



(Left Side Glass Panel Door-1&2)

(Fiber Panel Above Entry Gate)



(Left Side Glass Panel Near Door-4)

(Left Side Glass Panel Near Door-3)



(Right Side Glass Panel Near Door- 2 Nos) (Right Side Glass Panel Near Door-4/5/6)



(Right Side Glass Panel Near Door -3 Nos)



(AC-Bus- Back Panel)



(AC -Bus- Right Side Panel)

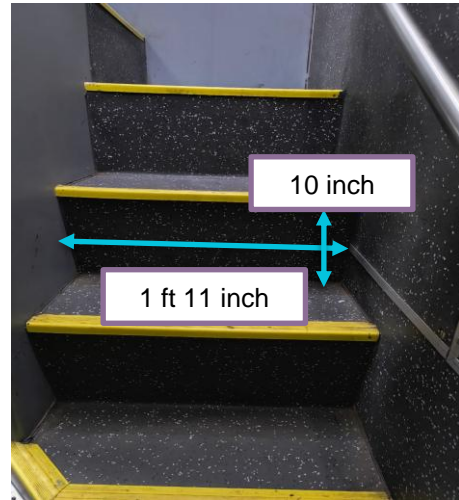


(AC-Bus-Right Side Panel)

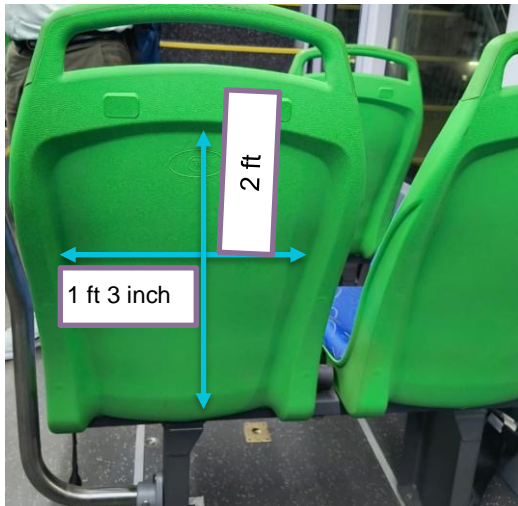
Interior of AC Double Decker Bus:



Stairs (Nos-7)



Backside Stairs (Nos- 10)



Back side of Seat



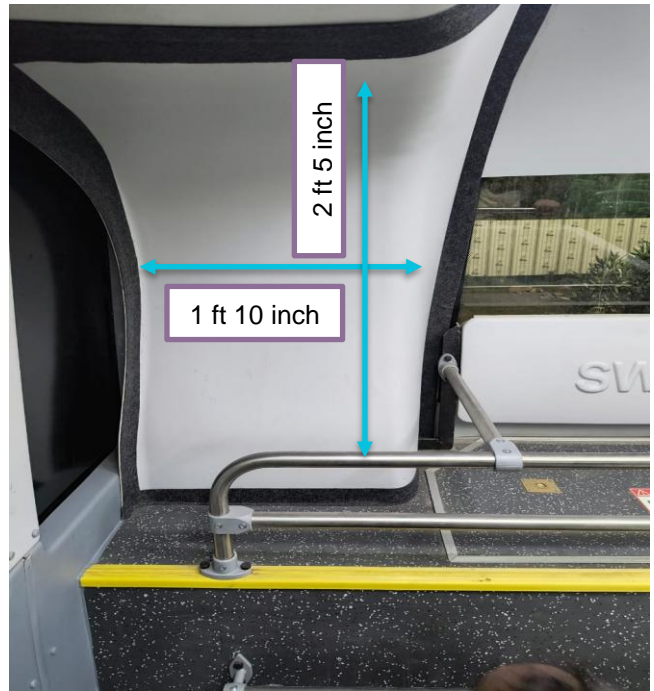
Infront of Back Door



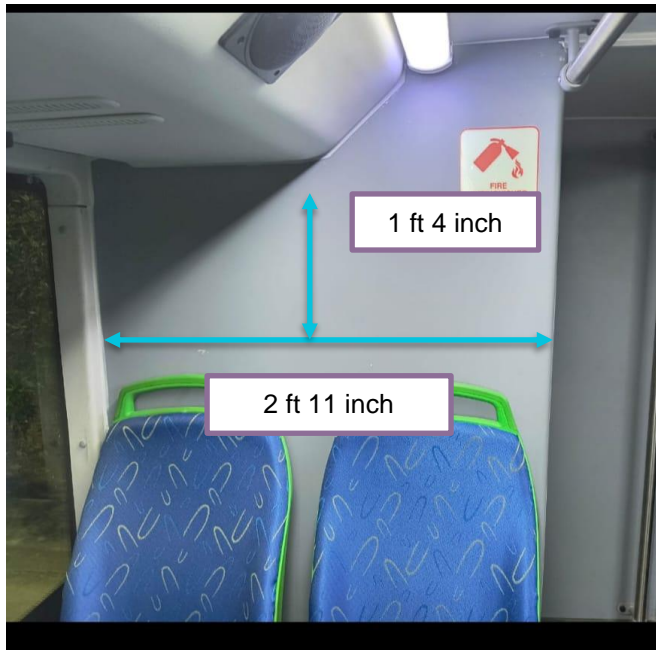
Bus Top (Back side)



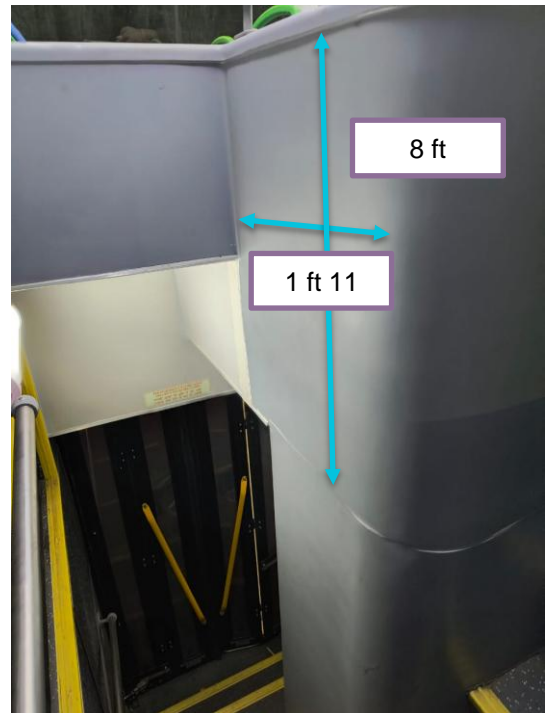
Back side (Left)



Near Back Side Stairs

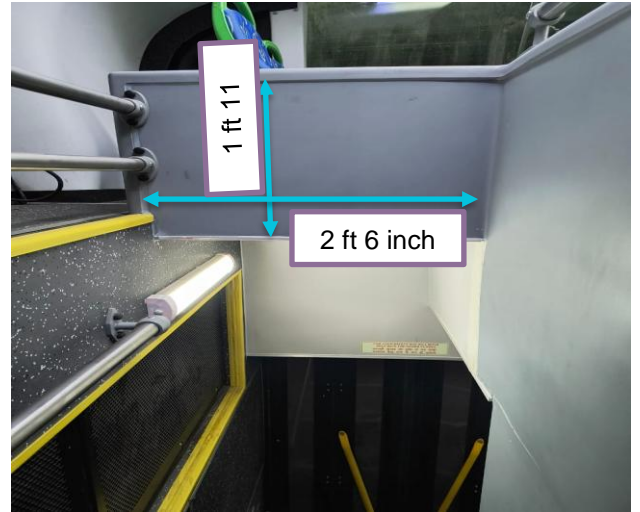
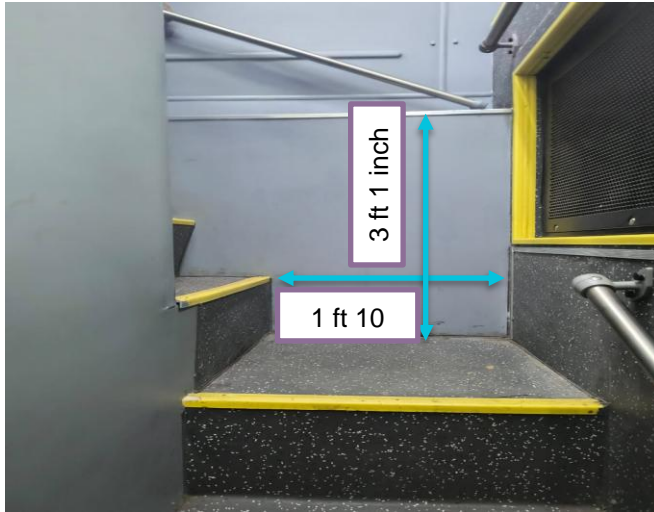


Back side (Near Stairs)



Right side (Top)

Above Backdoor (Near Stairs)



Infront of Backdoor (Near Stairs)

Above Backdoor (Near Stairs)