

**Tender No: 2703/CRUT**

**Date: 19/11/2025**



**Request for Proposal**

**For**

**Selection of Agency for Exclusive Advertisement Rights on In-Bus LED Displays, Seat Back Panels, Grab Rails, and Advertisement Panels on Bus Pole Structures, including their Operation and Maintenance, under CRUT for a Period of (3+1) 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.

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## 2. Bid Datasheet

Sr. No.	Key Information	Details
1.	RFP Reference Number	RFP No.: 2703 Date: 19/11/2025
2.	Tender document available	Soft copy can be downloaded from the following website: <a href="https://tendersodisha.gov.in">https://tendersodisha.gov.in</a> and <a href="https://capitalregiontransport.in/">https://capitalregiontransport.in/</a> on Date: <b>20/11/2025</b>
3.	Assignment Details	Request for Proposal for Selection of Agency for Exclusive Advertisement Rights on In Bus LED Displays, Seat Back Panels, Grab Rails, and Advertisement Panels on Bus Pole Structures, including their Operation and Maintenance, under CRUT for a Period of (3+1) Years.
4.	Last date for submission of Queries for clarifications	Date: <b>01/12/2025</b> Time: Till 5:00 PM Queries to be submitted @ Email: <a href="mailto:crutbbsr@gmail.com">crutbbsr@gmail.com</a>
5.	Pre-bid meeting	Date: <b>02/12/2025</b> Time: 12:30 PM 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: <b>04/12/2025</b> website: <a href="https://tendersodisha.gov.in">https://tendersodisha.gov.in</a>
7.	Address and mode of Submission of Proposals	Mode of Submission of the proposal is online through e-procurement Odisha website <a href="https://tendersodisha.gov.in">https://tendersodisha.gov.in</a> And hardcopy of the DD for EMD and Tender fee 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 in online (Proposal Due Date)	Date: <b>17/12/2025</b> Time: Till 5:00 PM Through e-procurement Odisha website <a href="https://tendersodisha.gov.in">https://tendersodisha.gov.in</a>
9.	Last date and time for submission of original hardcopy of the DD for EMD and Tender fee through (Speed post / Registered post)	Date: <b>17/12/2025</b> Time: Till 5:00 PM Address: Capital Region Urban Transport, Patia Station Road, Kalarahanga, Bhubaneswar, Odisha 751024

Sr. No.	Key Information	Details
10.	Date, and time of opening of Technical Proposals	Date: <b>18/12/2025</b> Time: 12:30 PM Through e-procurement Odisha website <a href="https://tendersodisha.gov.in">https://tendersodisha.gov.in</a>
11.	Date and Time for opening of the Finance bid	Date & Time will be communicated later to the technically qualified bidders at Email ID provided by bidders. Through e-procurement Odisha website <a href="https://tendersodisha.gov.in">https://tendersodisha.gov.in</a>
12.	Cost of the Tender Document	<b>Rs. 11,800/-</b> (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 <b>“Capital Region Urban Transport, Bhubaneswar”</b> , payable at Bhubaneswar.
13.	Cost of E.M.D.	<b>Rs. 2,00,000/-</b> (Rupees Two Lakhs Only) As Demand Draft from any scheduled commercial bank/ nationalized bank in drawn in favour of <b>“Capital Region Urban Transport, Bhubaneswar”</b> , payable at Bhubaneswar.
14.	Performance Security payable by the Preferred Bidder	The Preferred Bidder shall furnish to Authority a Compliance Performance Security deposit equivalent to <b>5%</b> of project cost (Annual Contract Value) in the form of a Bank Guarantee valid throughout the contract period.
15.	Bid Validity Period	180 days from the date of opening of the financial bid
16.	Method of Selection	Highest cost base selection (H1) Selection
17.	Joint Venture	Not Allowed
18.	Point of Contact	The General Manager, Location: Capital Region Urban Transport, Patia Station Road, Kalarahanga, Bhubaneswar, Odisha 751024 Email: <a href="mailto:crutbbsr@gmail.com">crutbbsr@gmail.com</a>
19.	Website address	<a href="https://capitalregiontransport.in/">https://capitalregiontransport.in/</a>

### 3. Letter of Invitation

**Capital Region Urban Transport (CRUT) i.e. Authority hereby invites bids for “Request for Proposal for Selection of Agency for Exclusive Advertisement Rights on In Bus LED Displays, Seat Back Panels, Grab Rails, and Advertisement Panels on Bus Pole Structures, including their Operation and Maintenance, under CRUT for a Period of (3+1) 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 through Online through e-procurement Odisha site and DD of the EMD and tender fee physically (Hard Copies) addressed to **The General Manager(P&A), Capital Region Urban Transport, Patia Station Road, Kalarahanga, Bhubaneswar, Odisha 751024 through Registered Post, Speed post or Courier.**
2. The proposal should be submitted online 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 proposal, complete in all respect, 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.

**Sd/-**

**The General Manager (P&A)  
Capital Region Urban Transport**



## 4. Introduction

The Authority has rapidly grown into a leading urban mobility provider, currently catering to an average of over 3.5 lakh daily passengers across its network of operational cities. With its wide ridership base and robust presence, CRUT's Ama Bus service offers an effective and strategic platform for brands seeking targeted visibility among local and regional audiences.

As part of its revenue generation and passenger experience enhancement initiative, CRUT invites proposals from experienced and qualified advertising agencies for the exclusive rights to advertise through:

- Installed LED screens (200 nos.) inside city buses operating in various cities.
- Advertisement panels on 153 Bus Pole Structures installed across Cuttack city, each integrated with space for static branding.
- Advertisement rights for 400 of bus seat back space and grab rail installed in buses.

The objective is to identify and onboard an advertising agency/vendor/company responsible for the design, execution, operation, and management of in-bus and bus pole advertising, in exchange for exclusive advertising rights within CRUT's operational jurisdictions.

The contract will be awarded for an initial period of 3 years, subject to annual performance-based renewals, and extendable by an additional 1 years annually, as per the terms and conditions of this tender.

The Authority intends to select the Bidder(s) through a transparent and open competitive bidding process in accordance with the procedures outlined herein.

## 5. Details of LEDs, Bus poles and Grab Rails

### 5.1. Details of the LEDs and Location of the Buses where it installed:

#### 5.1.1. Specification of the LED

Sl no.	Item	Description
1	LED TV	<ul style="list-style-type: none"> <li>• 24-inch LED Screen</li> <li>• Resolution 1920 x 1080, Live view Video Surveillance</li> <li>• Maximum Number of Display Color 262K/16.7M (6bit/6bit+Dithering)</li> <li>• Scale 16:9 e) USB Port -2</li> <li>• HDMI Port-1</li> <li>• Audio output to be enabled via in built bus speakers</li> </ul>

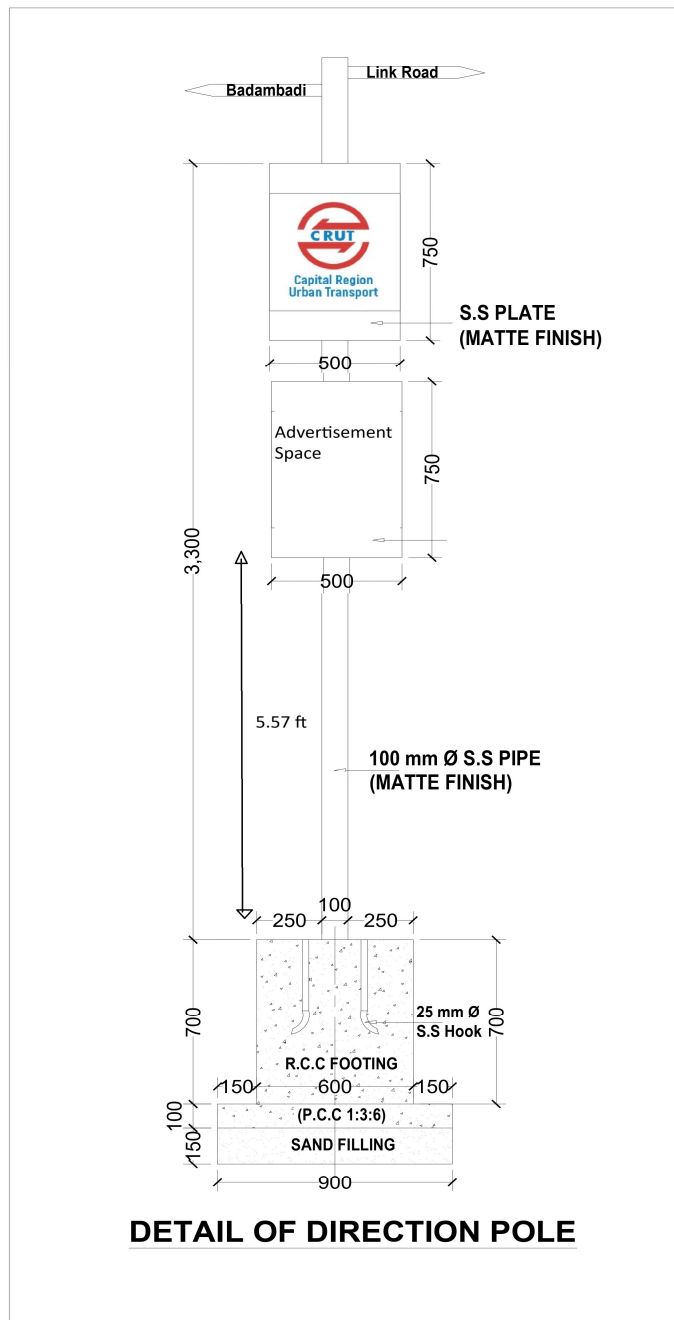
#### 5.1.2. Locations of the Buses or LEDs installed:

Sl.no.	Depot or Location Name	No. of Buses	Size
1.	Keonjhar	25	Midi
2.	Mayurbhanj	25	Midi
3.	Berhampur	50	Midi

4.	Angul	25	Midi
5.	Jharsuguda	25	Midi
6.	Sambalpur	50	Midi
7.	<b>TOTAL</b>	<b>200</b>	

## 5.2. Details of the Bus poles and installed Locations:

### 5.2.1. Details of Bus Poles



## 5.2.2. Details of Bus Poles Locations

SL. No	Station Name	Latitude	Longitude
1	Justice Square	20.480201	85.82308
2	Raj Kishor Marg	20.480012	85.831849
3	CDA 6 Park	20.480019	85.826467
4	Eye Hospital Square	20.47313	85.84589
5	High Court Road	20.46168	85.85874
6	Cuttack Sai Temple	20.460485	85.862575
7	Badambadi bus Stand	20.458454	85.882427
8	Pala Mandap	20.45684	85.884953
9	Nishamani Talkies	20.449683	85.894339
10	Gopalpur Railway Station	20.43579	85.884423
11	Balikuda	20.427088	85.877653
12	Bhanpur	20.41717	85.880385
13	Delta Gada	20.396153	85.882249
14	Telenga Pentha	20.387525	85.887679
15	Bamphakuda	20.374275	85.890346
16	Baliyatra Ground	20.48582	85.87026
17	Deer Park	20.488788	85.861857
18	Shifa Hospital	20.489517	85.852315
19	Police Signal Traffic School	20.491033	85.845882
20	Chahata Ghata	20.49249	85.83906
21	Bidanasi	20.485485	85.842182
22	Krushak Bazar	20.48055	85.84594
23	Shikharpur	20.467664	85.905932
24	Gandarpur	20.464825	85.904351
25	Samrat Cinema	20.450614	85.89897
26	Ravenshaw University	20.46682	85.894777
27	Ranihat Durga Mandap	20.46772	85.89176
28	Balaji Hospital	20.46912	85.89172
29	Settlement Office	20.47481	85.89703
30	Jobra Anicut	20.478253	85.90017
31	Sikaripur	20.496547	85.907364
32	Pandasahi Road	20.501526	85.909001
33	Laxmanpur	20.509806	85.914313
34	Birupa Vihar Square	20.516756	85.917306
35	Birupa Anicut	20.514427	85.921063
36	Kalinga Bazar	20.528111	85.913079
37	IMFA Gate 12	20.533419	85.913559
38	Choudwar Jail	20.536769	85.912921
39	Salepur Market	20.47862	86.10412
40	Balisahi	20.48181	86.08752
41	SISHUA MARKET	20.48334	86.079238
42	Bahabalpur	20.483232	86.074698
43	Nalia Munha	20.482694	86.067316
44	Nandolgada	20.481729	86.050725
45	Bhatapada	20.480654	86.043312

46	Kharakhia Market	20.482909	86.020463
47	Kharakhia	20.48287	86.02045
48	Bahugram	20.486557	86.010408
49	Champati Road	20.496544	85.962104
50	Peer Bazar	20.495907	85.958769
51	Gunjarpur	20.494731	85.951733
52	Imam Nagar	20.494843	85.947277
53	Khaira Bridge	20.494358	85.943804
54	Sadguru Medical	20.495006	85.932708
55	Saraswati Shisu Mandir	20.480019	85.82611
56	CDA 9 Market Square	20.480798	85.836334
57	Trisulia Square	20.43791	85.83916
58	Badambadi Bus Stand	20.45779	85.88333
59	Arundoya Market	20.45307	85.88961
60	Link Road	20.448277	85.896794
61	Khapuria Square	20.44625	85.89642
62	Pratap Nagari	20.402647	85.880489
63	Pahal	20.34237	85.88358
64	Barabati Stadium	20.48303	85.87004
65	Jagatpur	20.49529	85.92094
66	OMP Square	20.456266	85.901616
67	Charbatia	20.541521	85.91041
68	Cuttack Railway Station	20.46472	85.897516
69	SCB Medical	20.47145	85.89275
70	Gandhi Chaka	20.52728	85.9184
71	Dhabaleswar	20.50917	85.80185
72	Salepur	20.479517	86.107082
73	Paga Chhaka	20.48671	86.00972
74	Machuati	20.48016	86.09775
75	IPICOL Square	20.494266	85.939445
76	Barang	20.40943	85.82843
77	Barang Police Station	20.412926	85.827885
78	Baranga Block	20.416929	85.830146
79	Bachhipur	20.424813	85.832372
80	Madhuban	20.43125	85.83383
81	Kunheipara	20.44188	85.84181
82	Judicial Academy	20.46762	85.85477
83	Sishu Bhawan	20.4642	85.85602
84	Puri Ghat Police Station	20.457867	85.869133
85	City College	20.456626	85.873458
86	Mahanadi Vihar	20.461485	85.917261
87	Kaliaboda Sub Post Office	20.465637	85.915312
88	Haramani Mandap	20.467911	85.913018
89	Kaliaboda Temple	20.471774	85.909013
90	Nakhara Square	20.362851	85.890614
91	Apex College	20.35075	85.88867
92	Millenium City	20.33732	85.88299
93	Utkal Heights	20.33334	85.88364

94	Dagarpada Road	20.47269	85.85211
95	Sati Choura Square	20.47472	85.85056
96	State Bank Square	20.481658	85.8182
97	Biju Patnaik Park	20.482954	85.814163
98	Netaji Subhash Chhak Cuttack	20.480168	85.812875
99	CDA Sector 13 Road	20.481381	85.808551
100	Sector 13 Block 1	20.48408	85.80913
101	Sector 13 Block 2	20.48528	85.80622
102	Annapurna	20.48647	85.80061
103	CDA Sector 13 Road 1	20.48319	85.7985
104	Ravenshaw University Mahanadi Campus	20.484695	85.795045
105	National Law University Odisha	20.484457	85.793188
106	Jagannath Temple Salepur	20.479875	86.106263
107	Mahajanpur	20.488106	86.004491
108	Laxmi Nrusingha Bazar	20.490548	85.995544
109	Kazi Bazar	20.491865	85.992351
110	Padamapur UPHC	20.49435	85.982961
111	Padamapur	20.496064	85.978754
112	E Kart Logistic Hub	20.497682	85.974266
113	Bhairpur	20.496906	85.963894
114	Jagatpur Police Station	20.495359	85.926832
115	Taladanda Bridge	20.4794	85.89984
116	Odisha State Maritime Museum	20.47941	85.89625
117	Bose College	20.47874	85.89504
118	Professors Colony	20.47677	85.88778
119	Mata Matha	20.478351	85.882806
120	Maachhua Bazar	20.47727	85.88141
121	Cantonment Road	20.47849	85.87877
122	Odisha State Police Headquarter	20.479944	85.876132
123	Odisha Public Service Commission	20.481242	85.873743
124	NCC CSD Canteen	20.481834	85.872453
125	SAI Sports Authority India	20.506008	85.910308
126	Kali Mandir Choudwar	20.516747	85.917316
127	Municipality Office Choudwar	20.523621	85.91759
128	Choudwar Police Station	20.528157	85.914868
129	Agrahat	20.561135	85.907908
130	Kandarpur	20.40533	86.01771
131	Kandarpur College	20.39634	86.01229
132	Athanga	20.38932	86.01103
133	Chanduli Bridge	20.38216	86.00251
134	Baral Laxminarayan Temple	20.38504	85.99282
135	Nilakantha Nath Road	20.37997	85.98811
136	Baral	20.38443	85.98364
137	Kulakalapada	20.38848	85.97553
138	Kulasarichuan	20.38318	85.9769
139	Kalapada Market	20.38258	85.96491
140	Deuli	20.3903	85.9569

141	Dahi Gaon	20.39475	85.95374
142	Govindpur Market	20.40017	85.95338
143	Kantunia	20.40503	85.94722
144	Bentakur	20.41004	85.93861
145	Dadhibamanpur	20.41235	85.92636
146	Sriram Market	20.41458	85.92273
147	Tarini Temple Brahmapur	20.42109	85.91718
148	Brahmapur	20.42349	85.91418
149	Jhinkiria	20.42629	85.90728
150	Bali Sahi	20.481973	86.087327
151	GhataKula	20.43875	85.90378
152	Industrial Estate Road	20.44276	85.90297
153	Government ITI Cuttack	20.445244	85.89659

### 5.3. Details of seat back space and grab rail

Sl.no.	Seat back space size	No. of Buses	Size
1.	11" x 14" space	400	Midi
Sl.no.	Grab Rail size	No. of Buses	Size
1.	4.5"x2.5"	400	Midi



Seat Back Space



Grab Rail

## 6. Instructions To Bidders (ITB)

### 6.1. Pre-Qualification and Technical Qualification

Before opening and evaluation of the technical proposals, bidder's eligibility would be evaluated to assess their compliance to 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 fulfil all the following Pre-Qualification criteria independently, as on date of submission of bid.

Sl. No	Basic Requirement	Specific Requirement	Documents required
<b>PQ1</b>	Tender Document fees	Tender fee in shape of Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Capital Region Urban Transport, Bhubaneswar	Bank Demand Draft
<b>PQ2</b>	EMD	EMD in shape of Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Capital Region Urban Transport, Bhubaneswar	Bank Demand Draft
<b>PQ3</b>	Legal Entity	The Bidder should be a company registered as a Company/LLP under Companies Act, 1956 or 2013/Partnership firm/ Proprietorship 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.
<b>TQ1</b>	Annual Turnover	Minimum average annual turnover of the organization must be <b>₹25 Crore</b> from the last three (3) financial years (FY 2022-23, FY20 23-24 and FY2024-25).	Audited balance Sheet and Profit & Loss account statement of the bidder for the FY 2022-23 & 2023-24 & for the FY 2024-25 Audited/Provisional financial Statements.  GST Annual Return copy for the FY 2022-23 & 2023-24 & for the FY 2024-25 GSTR-3B & GSTR-1 Average Turnover Certificate duly signed by Statutory Auditor/CA of the Bidder in the given format.
<b>TQ2</b>	Net worth	The Bidder should have average net worth <b>at least ₹2 Cr for last three (3) years.</b> (FY 22-23, FY 23-24 and FY 24-25).	Audited balance Sheet and Profit & Loss account statement of the bidder for the FY 2022-23 & 2023-24 & for the FY 2024-25 Audited/Provisional financial Statements.

Sl. No	Basic Requirement	Specific Requirement	Documents required
			<p>GST Annual Return copy for the FY 2022-23 &amp; 2023-24 &amp; for the FY 2024-25 GSTR-3B &amp; GSTR-1</p> <p>Average Net worth Certificate duly signed by Statutory Auditor/CA of the Bidder in the given format.</p>
<b>TQ3</b>	Advertising Experience	<p>The bidder must have experience in advertising for any ULB, State, Central Government department/ corporations / organization within the last five years from the date of publication of the tender with a minimum 1 work order value of Rs. 1.0 Crore</p> <p>OR</p> <p>2 work orders of minimum value of Rs.50 Lakhs</p> <p>OR</p> <p>3 work orders of minimum value of Rs.40 Lakhs.</p>	Work Order / LoA / Contract Agreement
<b>TQ4</b>	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
<b>TQ5</b>	Non-performance Declaration	In the last 3 (three) years, Bidder should neither have 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 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 bidder as pre-qualification



clarification except the documents submitted in bid. Any of the clarifications by the bidder on the documents submitted against the Pre-qualification Criteria should not have any financial implications.

## 6.2. Scope of Work for LED

Under CRUT 200 Electric buses are fitted with 24" LED TVs/Monitor for the display of advertisements. The bidder shall quote license fee for per bus (LED) per month and the bidder with the highest quoted price will be awarded the contract.

### **The scope of the work includes but not limited to**

- a) The agency's scope of work includes running ads on scheduled time as committed to the client. The agency is expected to behave professionally with the client.
- b) The Licensee has the right to run advertisement in the 200 buses only. Licensee has no right over the other buses to implement the public information system (PIS) equipment on buses other than the 200 buses.
- c) The display of the advertisements in the buses will be done only after the approval and sanctioned by CRUT.
- d) The agency's scope of work includes running ads on scheduled time as committed to the client. The agency is expected to behave professionally with the client.
- e) The bidder may install additional devices at their own cost for improved monitoring and tracking of advertisements. However, the existing LEDs installed in the buses shall not be altered or replaced. The bidder shall quote their cost accordingly.
- f) The agency can play approved videos, awareness messages, and ads on the TV inside buses. All content must follow Indian laws, and the agency must own the copyright. The agency shouldn't advertise anything that abuses women, children, criticizes or the Government, its policies, or departments.
- g) No political videos are allowed inside the PIS. In case of any legal violations reported on the above the licensee has the sole responsibility of the same, CRUT has no responsibility over the issue and CRUT has the right to terminate the contract without any notice.
- h) The bidder shall quote licence for per bus per month and bidder with highest quoted price will be awarded the contract.
- i) The decision of the authority (CRUT) on all matters arising out of this Notice / Contract will be final, conclusive and legally binding on all parties concerned.
- j) CRUT has the right to modify or amend the contract if any violations noticed in the agreement conditions.
- k) The implementation and maintenance can only be carried out during the bus idling time only. No hindrance to the bus service will be allowed for the implementation and maintenance.
- l) CRUT has the right to shift the vehicles from one station to another station for the passenger convenience.
- m) The Mode of Payment by the Licensee through bank Transfer Only. The non-remittance of license fee of a single month should lead to the termination of licensee without any notice.
- n) Bus wise individual claims/Complaints considered only with the certification of Depot Manager of CRUT. Buses idling for less than 7 days will not be considered as "not operated".

- o) The Authority shall bear the electricity charges; however, the connectivity charges shall be borne by the Agency.
- p) In case the LED is damaged due to mishandling or mis-operation by the Agency, the Agency shall be held responsible, and the cost of repair or replacement shall be borne by the Agency. In all other cases, the cost shall be borne by the Authority.
- q) Authority shall have the power to cancel the contract entered into with the licensee with one-month notice, if it considers that such cancellation is necessary in the interest of CRUT / public. The licensee shall abide by such decision of CRUT.
- r) The Agency shall be liable to pay advertisement fee, taxes or any other amount levied by the Government, local or other authorities from time to time. If the licensee fails to remit these statutory levies / taxes, the particular amount with interest, penalty imposed by Government / local bodies (i.e. taxes and levies etc.) will be realised from the amount remitted by the licensee towards security deposit. If such liability exceeds the Security Deposit, it will be realised under the provision of law then in force in respect of present as well as future claims.
- s) The Agency shall at his own cost undertake all responsibilities in connection with the obtaining of advertisements and publication of any descriptive literature and collection of all taxes, if any, from the advertisers.
- t) 10% of the operational time is reserved for making the Government / CRUT's advertisements / announcements / displays and those sponsored by CRUT free of cost and the successful bidder shall not depart from such requisitions of CRUT at any time.
- u) No advertisements shall be displayed by the Agency, which offend any law or religious feelings of any set of people, public morality or defamatory or the display of which is prohibited by any lawful authority. CRUT reserves the right to refuse the display of any advertisements at any time without showing any reason if deemed necessary in the interest of CRUT.
- v) If at any time during the period of this contract any authority duly authorised by the Government, require removing or discontinue such advertisements, the successful bidder shall comply with such instructions, and he shall not be entitled to any compensation on account of such removal or discontinuance.
- w) If the LED is not working due to misuse by the agency during advertisement, the agency shall be responsible for its repair and maintenance of the same.
- x) CRUT shall not be held liable for any damages in the event of any loss caused to the licensee by occurrence of any natural calamity, Act of God, riot, rebellion, burglary, looting, arson, manipulation etc. CRUT (licensor) shall not undertake any liability to compensate for any loss caused by the temporary disruption of services due to any strike/stir called.
- y) The Agency shall arrange at his own cost but under the super vision of CRUT, copying of advertisement contents in the display units within the buses required for the proper conducting of the business without causing any damages to CRUT's property or any obstruction to the smoothness of CRUT's business and without becoming liable in any manner for CRUT. The Agency will not make any alternations/ extensions in the display units within the buses, space or any fittings or other installations therein and will be liable for any damage caused to the units and the installations therein and will compensate the cost incurred by CRUT for making good all such losses or for repairing all such damages at the rates/amount finalized by CRUT.
- z) On the termination of this agreement, the Agency hereby undertakes to peacefully remove all the advertisement contents on the date of expiry of this contract itself or with in such time as prescribed by CRUT in writing.

- aa) In case the company find that the Agency becomes unable to abide with any of the conditions of this agreement to the best satisfaction of the authority, CRUT reserves the right to terminate the licence at any time at one month's notice. The licensee can also terminate the license by giving one month's notice in advance to CRUT.
- bb) The Agency shall obtain prior sanction for each item of advertisement before exhibition/display.
- cc) The Agency can't transfer or sublet the rights under this agreement to anyone else.
- dd) If the LED stops working because the agency misused it for ads, the agency has to fix and maintain it.

### 6.3. Scope of Work for Bus poles

Capital Region Urban Transport (CRUT) intends to invite proposals from eligible advertising agencies for granting advertisement rights on designated space of size 750mm (H) x 500mm (W) available on 153 bus poles installed across various AMA Bus Stops in Cuttack city. The bidder shall quote license fee for per bus pole per month and the bidder with the highest quoted price will be awarded the contract.

**The scope of work shall include but not be limited to the following:**

- a) The Agency shall be allowed to display printed or digital advertisement content on the designated advertisement space (750mm x 500mm) of each bus pole. All advertisement content must comply with Indian laws, and the Agency must hold necessary rights or copyright ownership for the content displayed. Content must not be abusive, derogatory towards women or children, or critical of the Government, its departments, or policies.
- b) Installation and maintenance work of advertisements including entire bus pole must be carried out without causing hindrance to public movement or disruption of nearby transit operations.
- c) The agency shall ensure timely display, maintenance, and replacement of advertisements as per the terms of the agreement.
- d) The advertisement boards/plates must be installed within the specified area only.
- e) The material used for advertisement display shall be weather-resistant, durable, and non-reflective.
- f) No structural modification to the pole is allowed.
- g) All creatives and artwork must be submitted to CRUT for prior approval before display.
- h) Advertisements must comply with the applicable laws.
- i) The agency shall maintain the advertisement panels including all bus pole in good condition at all times.
- j) Any damaged or defaced ads must be replaced within 48 hours of intimation or observation.
- k) The bidder shall quote a license fee per bus pole per month, and the bidder quoting the highest rate shall be awarded the contract.
- l) Payments must be made in advance or as per the schedule mentioned in the agreement.
- m) The license fee shall be paid by the Agency through bank transfer only. Failure to remit the license fee for any one month will lead to automatic termination of the agreement without any notice.
- n) The initial contract period shall be for 3 years, extendable based on performance for next 1 years on annually basis.

- o) CRUT reserves the right to conduct periodic audits of advertisement displays.
- p) Any unauthorized advertisement or violation of terms may lead to penalties or termination.
- q) The agency shall obtain all necessary permissions/approvals/licenses from local authorities, if required.
- r) CRUT shall not be liable for any legal issues arising out of advertisement content or display.
- s) No political content or advertisements shall be allowed. In case of any legal or statutory violation due to the displayed advertisements, the Agency shall be solely responsible. CRUT shall bear no liability and reserves the right to terminate the contract without any prior notice.
- t) The decision of CRUT on all matters arising out of this tender/contract shall be final, conclusive, and binding on all parties.
- u) CRUT reserves the right to modify or amend the contract at any point if any violation of the agreement conditions is observed.
- v) CRUT reserves the right to shift or relocate the bus poles if required, in the interest of public service. The Agency must cooperate and continue the advertisement at the new location.
- w) CRUT shall have the right to terminate the contract at any time with one month's notice if such action is deemed necessary in the interest of CRUT or the public. The Agency shall have no objection and must comply accordingly.
- x) The Agency shall be liable to pay all applicable advertisement taxes, fees, or any statutory levies imposed by Government or local authorities. Failure to remit such payments may result in recovery from the Agency's security deposit. If the dues exceed the deposit, CRUT may recover the balance through legal means.
- y) The Agency shall, at its own cost, undertake all responsibilities related to obtaining advertisements, client coordination, content preparation, and tax collection (if applicable).
- z) The Agency may install solar panels above the bus pole for powering lights or digital display, at its own cost and responsibility. Such installations shall not affect the structure, stability, or public safety and must be pre-approved by CRUT.
- aa) The Authority reserves the right to increase or decrease the number of bus poles for advertisement, at any time till the completion of Contract period without any change in price or other Terms & Conditions.
- bb) The Agency will have to deposit performance security of additional amount separately within 15 days from the date of amendment of increased Bus quantity in the same manner & method prescribed.
- cc) The Agency may install solar panels above the bus pole for powering lights or digital display, at its own cost and responsibility. Such installations shall not affect the structure, stability, or public safety and must be pre-approved by CRUT.
- dd) The agency may optionally install solar panels on top of the bus poles to power LED bulbs and LED displays. Installation of solar panels is at the agency's own cost and discretion.
- ee) The solar panel design must be compact and shall not affect or damage the original pole structure in any way.
- ff) The entire maintenance of the bus pole structure shall lie with the agency. This includes the advertisement panel, CRUT logo panel, directional signage and the pole itself.

- gg) Additional charges will apply to the bidder for installation of LED displays. Bidders opting for LED displays must factor in the cost accordingly.
- hh) If any part of the bus pole structure is damaged during advertisement installation, solar panel work, or related activities, the agency will bear full responsibility. The agency must repair or replace the damaged pole to its original condition at its own cost.
- ii) In case of any damage to the bus pole (excluding theft or accidental cases), the agency must repair or replace the structure within seven (7) working days at its own cost.
- jj) The agency shall ensure regular upkeep of the advertisement space and overall aesthetics of the pole to maintain a clean and professional appearance throughout the contract period.
- kk) 10% of the advertisement space reserved for making the Government / CRUT's advertisements / announcements / displays and those sponsored by CRUT free of cost and the successful bidder shall not depart from such requisitions of CRUT at any time.
- ll) On the termination of this agreement, the Agency hereby undertakes to peacefully remove all the advertisement contents on the date of expiry of this contract itself or within such time as prescribed by CRUT in writing.
- mm) The Agency shall be responsible for affixing high-quality reflective stickers on all bus poles to ensure visibility during night hours. This measure is mandatory to enhance road safety and minimize the risk of accidents. The reflectors must be weather-resistant, clearly visible in low light, and maintained in good condition throughout the contract period.

#### 6.4. Scope of Work for Bus seat back space and Grab rail

CRUT intends to engage an advertising agency for advertisement rights on 400 bus seats back spaces and grab rails. The scope of work includes but is not limited to the following:

- a) The selected agency shall be granted exclusive rights to install and display advertisements on the back side of passenger seats and on the grab rails inside 400 designated city buses operated under CRUT.
- b) The agency is allowed to place printed or sticker-based ads on the back side of each passenger seat.
- c) Ads on grab rails must be in the form of sleeves, wraps, or hang tags securely fastened without damaging the bus structure.
- d) All materials used should be of high quality, fire-retardant, non-toxic, and safe for public use.
- e) The design, material, and sample of advertisements must be pre-approved by CRUT before implementation.
- f) Content must be in compliance with Indian advertising laws.
- g) Any advertisements involving offensive, political, or misleading content will not be permitted.
- h) The agency shall be responsible for the safe installation, regular maintenance, and timely replacement of damaged or defaced ads.
- i) Installation shall be carried out only during bus idle hours to avoid disruption to operations.
- j) Any damage caused to bus infrastructure during installation or maintenance shall be repaired/replaced by the agency at its own cost.
- k) The agency shall quote a license fee per bus per month for this specific media space.

- l) The agency shall make monthly payments to CRUT as per the agreed license fee terms.
- m) CRUT reserves the right to inspect ad materials and bus interiors periodically.
- n) Any non-compliance may attract penalties or termination of rights.
- o) The agency shall be responsible for regularly cleaning the bus seat backs and grab rails, including the removal of any adhesives, stickers, or gum, to ensure passengers do not face any inconvenience or discomfort.
- p) 10% of the advertisement space reserved for making the Government / CRUT's advertisements / announcements / displays and those sponsored by CRUT free of cost and the successful bidder shall not depart from such requisitions of CRUT at any time.

## 7. Bid Submission Instructions

### 7.1. Tender Document Fees

- a) The Bidders shall download the tender document from the website as mentioned in the Proposal Data Sheet.
- b) The Bidders shall pay tender document fee as prescribed in data sheet.
- c) The downloading of the tender documents shall be carried out strictly as provided on the web site.
- d) The tender document fee is non-refundable and not exempted.
- e) The Bidder shall submit scan copy of the DD in online and the original hard copy of the DD towards tender fee (mentioned in the Proposal Data Sheet) at the address, time, and date mentioned in the scheduled.

### 7.2. Earnest Money Deposit (EMD)

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

### 7.3. Pre-Bid Assessment and Accountability

- a) It will be incumbent upon each Bidder to fully acquaint itself with the local conditions and other relevant factors such as market study, commuter legal conditions which would have any effect on the preparation of the bid and performance of the contract and / or the cost. Authority shall not entertain any request for clarification from the Bidders regarding such conditions.
- b) 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.
- c) 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 Authority on account of failure of the Bidders to apprise themselves of local laws and prevailing conditions.

### 7.4. Completeness of Response

- a) 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.
- b) 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.

### 7.5. Bid Preparation costs

- a) 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.
- b) Authority shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### 7.6. Pre-Bid Queries on tender

- a) Authority will host a Pre-Bid meeting as per the date mentioned in the tender data 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.
- b) All Bidders shall e-mail their queries to, Authority, [crutbbsr@gmail.com](mailto:crutbbsr@gmail.com)
- c) The response to the queries will be published on the website <https://tendersodisha.gov.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.

- d) 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.
- e) 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 the Bidder					
Address of the Bidder					
Name and contact details of the authorized person					
Tender Name Ref. No					
#	tender Page No.	tender Clause No.	Clause Title	Queries / Justification by Bidder	Remarks
..		..	..	..	..

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

## 7.7. Responses to Pre-Bid Queries and Issue of Corrigendum

- a) Authority will formally respond to the pre-bid queries after the pre-bid conference.
- b) 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.
- c) Any addendum / corrigendum/ cancellation of tender shall be published in the website <https://tendersodisha.gov.in/>
- d) At any time prior to the last date for receipt of bids, Authority 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.
- e) The Corrigendum or Addendum, 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.
- f) Any such corrigendum shall be deemed to be incorporated into this tender.
- g) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Authority may, at its discretion, extend the last date for the receipt of Proposals.
- h) Notifications regarding extensions, corrigendum, will be published on the website mentioned in the tender schedule and there shall be no paper advertisement.
- i) Notice board and through paper publication and such notice shall form part of the bidding documents.



## 7.8. Bidders Authorization

- a) 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.
- b) The authorization shall be indicated by written power-of-attorney accompanying the bid in the name of the signatory of the Proposal.
- c) Any change in the Principal Officer shall be intimated to Authority in advance.

## 7.9. Only one proposal

If a Bidder submits or participates in more than one Proposal, such a Bidder shall be disqualified. Multiple BOQ submission shall lead to cancellation of bid

## 7.10. 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

## 7.11. 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 Authority shall be final.

## 7.12. Late Bids

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

## 7.13. Acknowledgement by the Bidder

- a) It shall be deemed that by submitting the Proposal, the Bidder has:
  - i. Made a complete and careful examination of the information provided in the RFP.
  - ii. Received all relevant information requested from the Authority.
  - iii. Accept the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of Authority.
  - iv. Satisfied with all things, matters and information, necessary and required for submitting an informed Proposal, development of the Project in accordance with the RFP and performance of its obligations thereunder.
  - v. Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any matter in relation to the

- Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from Authority, or a ground for termination of the Bus Operator Agreement; and
- vi. Agreed to be bound by the undertakings provided by it under and in terms of the RFP and the Bus Operator Agreement.
- b) Authority shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or issue arising out of or concerning or relating to the RFP or the Bid Process, including any error or mistake therein or in any information or data given by Authority.
- c) It will be deemed that by submitting the Proposal, a Bidder agrees and releases Authority and its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations under the RFP and/or in connection with the Bid Process, to the fullest extent permitted by Applicable Law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

#### 7.14. Conditions for Preparation of Proposals

- a) The bidder shall quote advertisement license for each LED and Bus pole per month. The bidder with the highest quoted price will be awarded the contract.
- b) Proposal/BID must be typed and signed by the authorized signatory.
- c) All pages of the Technical Proposal and Financial Proposal must be physically initialed by the authorized signatory.
- d) The proposal shall include a original hard copy of the Tender Fee & EMD in the form of Demand Draft as specified in the Bid Datasheet.
- e) Financial Proposal must be submitted as per the format provided in the website.
- f) Bids submitted without signed Bidder Details or incomplete in any respect shall be rejected.
- g) All pages of the application and submitted documents must be signed, stamped, and sequentially numbered. Un-signed and un-sealed applications shall not be accepted.
- h) Ambiguous applications, documents, or bids will be rejected.
- i) Applications not submitted as per the prescribed format will be rejected.
- j) Bids with any deviation from the tender terms shall be rejected.
- k) Bid documents are non-transferable.
- l) The bidder must price all items and services as per the scope of work. The bid should be comprehensive and inclusive for the entire agreement period.
- m) The Technical Proposal must not contain any financial information. If found, the bid will be rejected.
- n) Clarifications may be sought on pre-qualification criteria, but no new documents can be submitted beyond those in the Technical Proposal.
- o) Clarifications on pre-qualification documents must not have any financial implications.
- p) In the last three years, the bidder must not have failed to perform any contract, been penalized, expelled, or had any contract terminated by a public entity.
- q) Bidders must attach clearly marked continuation sheets if space in prescribed forms is insufficient. Alternatively, they may reformat the forms to include all required information.
- r) Proposals must not contain alterations, omissions, or additions unless signed by the authorized signatory. Any interlineations, erasures, or overwriting must be signed.
- s) The bidder is responsible for all data provided in the Technical and Financial Proposals.
- t) Proposals must be detailed enough to enable proper evaluation by the Authority or its advisors.

- u) Bidders are advised to conduct technical surveys, site visits, field investigations, and market assessments at their own cost before submitting the proposal.
- v) CRUT will not be responsible for any costs related to the design or sizing of the proposed solution.
- w) If the proposed solution fails to meet functional or performance requirements during the contract period, the bidder must revise specifications at no extra cost to CRUT.
- x) Only bidders meeting all pre-qualification criteria will be considered Qualified Bidders. Financial Bids of only Qualified Bidders will be opened.

## 7.15. Submission of Proposal

For submission of Bids through the E-Procurement Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of document fee, EMD, eligibility criteria and qualification information.

The Bidders shall download the tender document from the website as mentioned in the Proposal Data Sheet.

The bid must be submitted online only through the Government of Odisha e-Procurement portal (<https://tendersodisha.gov.in>). Interested bidders are required to enroll on the portal with a valid Digital Signature Certificate (DSC) of the authorized signatory. Bidders must carefully follow the instructions available on the website for online bid submission.

The bid shall consist of two parts: (i) Technical Bid and (ii) Financial Bid. The Technical Bid containing all required documents, certificates, and compliance details must be uploaded in the prescribed format. Each page should be page numbered and in confirmation to the eligibility qualifications and clearly indicated using an index page.

The Financial Bid shall be submitted separately in the designated format in the RFP. Bidders are advised to ensure that both parts are uploaded correctly and submitted before the due date and time.

It is the responsibility of the bidder to ensure that the bid is submitted successfully and acknowledged by the system. For any technical assistance during the process, bidders may contact the 24x7 Help Desk of the e-Procurement portal.

Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.

Any deviation from the prescribed procedures /information/ formats/ conditions shall result in outright rejection of the proposal. All the pages of the proposal must be sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be outrightly rejected. Any conditional bids will be rejected.

The Capital Region Urban Transport will not consider any proposal that upload after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received online after the deadline will be outrightly rejected by the authority.

The Bidders are required to submit the original copy of demand draft of the EMD and Tender fee in envelope superscribed with the RFP title **“Request for Proposal for Selection of Agency for Exclusive Advertisement Rights on In Bus LED Displays, Seat Back Panels, Grab Rails, and Advertisement Panels on Bus Pole Structures, including their Operation and Maintenance, under CRUT for a Period of (3+1) Years.”** The Envelope must be submitted timely before due date to the address:

**To**  
**The General Manager (P&A)**  
**Capital Region Urban Transport**  
**Plot no-548/1452, Patia, Kalarahanga, Bhubaneswar, Odisha 751024**

CRUT reserves the right to accept or reject any bid without assigning any reason, and to annul the bidding process and reject all proposals at any time prior to award of contract. The tenders are liable to be canceled at any stage without assigning any reason(s). CRUT will not be responsible for any liability to the affected bidder or bidders. CRUT doesn't have any obligation to inform the affected bidder or bidders the grounds for CRUT's action.

## 7.16. Modification and Withdrawal of Bids

- a) No bid shall be altered / modified after submission of the bid to Authority. Unsolicited correspondences in this regard from Bidders shall not be considered.
- b) 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.
- c) Withdrawal of a bid during this interval shall result in the Bidders forfeiture of its EMD.
- d) 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 Authority.

## 7.17. Tender Communication and Conditions

- a) No oral conversations or agreements with any official or employee of Authority 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 Authority shall be superseded by the definitive agreement that results from this tender process. Oral communications by, Authority to bidders shall not be considered binding nor shall any written materials have provided by any person other than, Authority.
- b) Neither the bidder nor any of bidder's representatives shall have any claims whatsoever against, Authority 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).
- c) All proposals and accompanying documentation of the technical proposal will become the property of, Authority and will not be returned after opening of the technical proposals.
- d) 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.

# 8. Bid Opening and Evaluation Process

## 8.1. Opening of Bids

- a) The bids that are submitted successfully shall be opened online as per date and time given in Proposal Data Sheet, as per the procedure.
- b) Total transparency will be observed and ensured while opening the Proposals/Bids.
- c) Authority reserves the right to postpone or cancel the Bid opening schedules.
- d) Bid opening will be conducted in two stages.

- i. 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.
- ii. In the second stage, Commercial Proposal of those Bidders whose Technical Proposals qualify, would be opened.
- iii. 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, Authority will continue the process and open the bids of the all the other Bidders, whose representatives are present.

## 8.2. Evaluation Process of Bids

- a) Authority will constitute an Evaluation Committee to evaluate the responses of the bidders.
- b) Evaluation Committee constituted by Authority shall evaluate the responses to the tender and all supporting documents / documentary evidence.
- c) The Committee may seek inputs from their professional and technical experts in the evaluation process.
- d) Authority 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.
- e) 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.
- f) The Authority reserves the right to request any missing or additional documents if any shortfall or absence of supporting documents is found in the submitted bid.
- g) The Evaluation Committee reserves the right to reject any or all proposals based on any deviations without assigning any reason thereof.
- h) 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. Authority's interest is in the quality and responsiveness of the proposal.
- i) Financial bids of the bidders shall be opened who are qualified in the technical bid by scoring a minimum mark of 50 out of 70 marks.

## 8.3. Clarification on Bids

- a) During the bid evaluation, Authority 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. Authority may ask for clarifications as many times as possible from the bidders to the satisfaction of the Technical Evaluation committee.
- b) 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.

## 8.4. Preliminary Examination of Bids

Authority 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 Authority 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:

- i. Not submitted in format as specified in the tender document Received without the Letter of Authorization (Power of Attorney) Found with suppression of details.
- ii. With incomplete information, subjective, conditional offers, and partial offers submitted.
- iii. Submitted without the documents requested.
- iv. Non-compliant to any of the clauses mentioned in the tender.
- v. With lesser validity period.

## 8.5. Technical Bid Evaluation

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
<b>TM-1</b>	<b>Financial Capability:</b> The bidder must have an average annual turnover in India of at least <b>Rs. 25 crores</b> during the last three completed financial years (FY 22-23, FY 23-24 and FY 24-25): <ul style="list-style-type: none"> <li>at least Rs. 25 crores: 10 Marks</li> <li>&gt;25.00 Crores and &lt; 30.00 Crores: 15 Marks</li> <li>&gt; 30.00 Crores: 20 Marks</li> </ul>	20	Audited balance Sheet and Profit & Loss account statement of the bidder for the FY 2022-23 & 2023-24 & for the FY 2024-25 Audited/Provisional financial Statements. Average Turnover Certificate duly signed by Statutory Auditor/CA of the Bidder in the given format.
<b>TM -2</b>	<b>Net Worth:</b> The Bidder should have positive net worth at least <b>2 Crores</b> for last three (3) years. (FY 22-23, FY 23-24 and FY 24-25) <ul style="list-style-type: none"> <li>at least Rs. 2 crores: 10 Marks</li> <li>&gt;2.00 Crores to 5 Crores: 15 Marks</li> <li>&gt;5.00 Crores to above: 20 Marks</li> </ul>	20	Audited balance Sheet and Profit & Loss account statement of the bidder for the FY 2022-23 & 2023-24 & for the FY 2024-25 Audited/Provisional financial Statements. Average Net worth Certificate duly signed by Statutory Auditor/CA of the Bidder in the given format.

Sr. No	Descriptions	Marks	Supporting Documents
<b>TM-3</b>	<b>Experience of Advertisement:</b> The bidder must have experience in advertising for any ULB, State, and Central Government department in the last 5 years from the date of publication of the tender. <ul style="list-style-type: none"> <li>Up to 2 work orders total Value between 40 Lakh to 1 Crore: 10 Marks</li> <li>Additional 2 Work Order/s total Value between 1Crore to 2 Crore: 10 marks</li> <li>Additional 2 Work Order/s total Value above 2 Crore: 10 marks</li> </ul>	30	Copy of Letter of Award/ Work Order/ PO/ Agreement
	<b>TOTAL</b>	70	

**Note: A minimum Technical Score of 50 out of 70 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.**

## 8.6. 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.

## 8.7. Selection Procedure

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

- 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").
- 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 cluse mentioned in this RFP. If the marks are same for H1 Bidders, then the authority will decide the successful bidder.
- 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.



- d) After acknowledgement of the LOA as aforesaid by the Successful Bidder and submission of Performance Security within 15 (Fifteen) days by the successful bidder, the Contract Agreement shall be executed between Authority and the Successful Bidder.
- e) The Successful Bidder shall not be entitled to seek any deviation, modification, or amendment in the Contract Agreement.

## 8.8. Performance Bank Guarantee

- a) The Performance Bank Guarantee (PBG) of 5% of the annual contract value shall be submitted within 15 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.
- b) 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 Authority Officers.
- c) 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, Authority at its discretion may cancel the work order placed with the selected bidder.
- d) Authority 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 Authority under contract, the proceeds of PBG shall be payable to Authority as compensation, for any loss resulting from bidder's failure to complete its obligations under the Contract. Authority 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.
- e) 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.
- f) The Bidder shall have to submit the proportionate additional bank guarantees for the additional work given if any.

## 8.9. Signing of Contract

The Authority shall enter into a formal agreement with the successful bidder, incorporating all terms and conditions outlined in the RFP, including pre-bid clarifications, corrigenda, addenda, and the bidder's submitted proposal. The initial contract period shall be for 3 (three) years, which may be extended by up to 1 (one) additional year based on the satisfactory performance of the agency and as per the discretion of the Authority.



## 8.10. Failure to Agree with the Terms and Conditions of the Agreement

- a) 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 Authority may award the contract to the next most responsive bid or call for new proposals from the interested bidders.
- b) In such a case, Authority shall forfeit the PBG of the successful bidder.

## 8.11. Termination of the Contract

- a) 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 60 days sent to the Agency, terminate the contract in whole or in part and forfeit the performance security along with interest there upon:
  - i. If the Agency fails to deliver or run the required project of advertisement in the buses within the schedule time as committed to the clients from whom Agency takes the project.
  - ii. Either party may with 3 months prior notice can terminate the contract.
- b) The Authority may terminate the contract if the agency has not paid the monthly license fees for a continuous period of 3 months.
- c) 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.
- d) The Agency will be liable to be blacklisted on the following conditions:
  - i. Any other conditions as mentioned in the Govt. of Odisha/India rules and regulations.
  - ii. Dishonest/ fraudulent/ sharp practices are indulged in by the Agency.
  - iii. Advancing a claim on the basis of forged documents.
  - iv. Sale or supply of spurious items and compromising public safety.
  - v. Material concealment/suppression of facts or gross misrepresentation of facts.

## 9. Terms of Reference (ToR)

### 9.1. General Terms of Bidding

- a) A Bidder is eligible to participate 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 quoting their Bids.
- c) The Bidder shall deposit Earnest Money Deposit (EMD) in accordance with the provisions.
- d) The Bidder should submit a Power of Attorney as per the format at Annexure: Power of Attorney for signing of Bid, authorizing the signatory of the Bid.
- e) 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.
- f) 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 Authority 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:

- g) 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.
- h) 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
- i) 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
- j) 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.
- k) 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.
- l) 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.
- m) It is desirable that each Bidder submits its Proposal after verifying the LEDs inside buses of Ama Bus as specified in this RFP or any other matter considered relevant by it.
- n) The Authority, its employee and advisors would treat the bids and supporting information submitted 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.

## 9.2. Contract Period

The contract will be commenced from the date of signing of the Agreement. The contract period will be for 3 (Three) years from the date of signing of the agreement on yearly renewal basis and the contract shall be extended for a period of further 1 (one) years subject to satisfactory performance.

## 9.3. Right to Terminate the Process

- a) Authority may cancel the tender process at any time and without assigning any reason. Authority makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This tender does not constitute an offer by Authority

## 9.4. Sub-Contracting

Sub-contracting is not allowed.

## 9.5. Right to Vary Scope of Contract

- a) The Authority reserves the right to increase or decrease the number of buses for LED displays or bus poles during the contract period. Payment for any additional bus poles or extra LED displays will be made based on a mutually agreed price for the expanded fleet.
- b) The bidder shall have to submit the performance security proportionately for the additional work given subsequently.
- c) The contract period of the additional work shall be limited to the original contract.
- d) Authority 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.
- e) 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 Authority's changed order.

## 9.6. Rejection Criteria

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

- a) Bids not qualifying under eligibility criteria.
- b) Bids submitted without improper EMD or tender fees.
- c) Bids received through any platform other than prescribed platform as mentioned in the tender.
- d) Bids which do not confirm to the unconditional validity of the bid as prescribed in the tender.
- e) If the information provided by the Bidders is found to be incorrect / misleading at any stage / time during the Tendering Process
- f) Any effort on the part of a Bidders to influence the Authority's bid evaluation, bid comparison or contract award decisions.

- g) Bids received by Authority after the last date and time for receipt of bids prescribed in the data sheet.
- h) Bids without signature of person (s) duly authorized on the bid.
- i) Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidders.
- j) The Authority may cancel the tender at any point of time before execution of agreement without assign any reason.
- k) Technical Bid containing commercial details or any such hints/ calculations /extrapolations/ records.
- l) Revelation of Prices in any form or by any reason before opening the Commercial Bid
- m) 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.
- n) 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.
- o) Bids received other than the format given in the RFP.
- p) Bidders not complying with the General Terms and conditions as stated in the tender Documents.
- q) The agency/bidder who has breached the contract with Authority before completion of the contract period for any reasons.
- r) 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.
- s) 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 Authority for further penal action including blacklisting.
- t) 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.
  - i. Price Bids that do not conform to the tender's price bid format.
  - ii. Total price quoted by the Bidders shall be License fees per month per bus excluding GST as per the format given in the Financial Bid and the bidder to bear all the taxes if any applicable.

## 9.7. Conflict of Interest

- a) 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.
- b) 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.
- c) If Bidder is a Company:
- d) 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.

## 9.8. Modification in tender Document

- a) 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.
- b) All the Corrigendum / Addendum made in the document would be published on the Portal and shall be part of tender.
- c) 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.

## 9.9. Obligation of CRUT

- a) CRUT shall allot LEDs and fleets of at least 90% to the agency within Thirty (30) days from the date of the Agreement.
- b) 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.

## 10. Establishment of Local Office and State GST Registration

- a) The successful bidder shall establish a local office within 30 (thirty) days from the date of issuance of the Letter of Award (LoA). The office address along with a valid rent/lease agreement must be submitted in writing to the CRUT office for official records. All future communications from the Authority shall be made to the address provided.
- b) Additionally, the successful bidder must obtain Odisha State GST registration prior to submission of the first invoice. No bill shall be processed for payment by the Authority without the submission of a valid Odisha State GST number.

## 11. Payment Terms

- a) 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.
- b) The bidder's payment to CRUT will be based on per bus wise.
- c) CRUT may increase or decrease the number of buses in any category from the list provided in the tender during the contract period.
- d) Any payment not made within the due date shall attract 5% of the bill amount as late fee.
- e) 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.
- f) Monthly payment should be including all taxes including GST.

- g) 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.
- h) 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.
- i) 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.
- j) 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.
- k) 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.
- l) 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/Directors of the Agency shall be responsible jointly and severally for any civil, criminal, and other liabilities.
- m) For any controversy or dispute arising out of this work contract, legal jurisdiction shall be Bhubaneswar Court only.
- n) The selected bidder must have a functional local office within the jurisdiction of CRUT. In case the bidder does not have an existing local office at the time of award, the bidder shall establish a local office within 30 (thirty) days from the date of issuance of the Letter of Award (LoA).
- o) Additionally, the bidder shall obtain a valid GST registration number within the State of Odisha for the purpose of invoicing CRUT and complying with applicable tax regulations. This registration must also be completed within 30 (thirty) days of receipt of the LoA.
- p) Any issues or disputes arising in relation to GST, including but not limited to filing, compliance, and claim settlements, shall be addressed and resolved solely within the jurisdiction of the Odisha State GST.

## 12. Service Level Benchmark

### 12.1. Service Level Benchmark for Advertising in Bus

- a) 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.
- b) 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.
- c) The Agency will give name & mobile numbers of all personnel deputed.
- d) The Agency has the responsibility to maintain all required machine tools and equipment at its own cost.
- e) 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.
- f) Ensure the LEDs are not damaged or hurt during the installation process.

- g) The Agency has the responsibility to maintain all required machine tools and equipment at its own cost.
- h) if the agency fails to run ads as scheduled and committed to the client, there will be a penalty. Additionally, there will be a penalty for misbehaving with the clients.

## 13. Penalty

### 13.1. Penalty for Advertisement

Sr. No.	Description	Fine in Terms of Charges/day/bus
1.	Failure to maintain cleanliness the LED	Rs. 500/ Day / Bus
2.	Unauthorized advertisement	Rs 1000 / Day/ Bus
3.	Delay in payment (After 15 days from the receiving of the Invoice).	Interest @ 12% pm on the outstanding amount
4.	Any virus attack to LED during installation of Advertisement	Rs 1000 /Day/ Bus
5.	Penalty for not repairing/maintaining LEDs damaged due to agency's misuse.	Rs 4000 /Day/ Bus
6.	Non-compliance with advertisement policy/content standards	Rs. 3,000/ Day/Bus
7.	Unauthorized/ offensive advertisement	Rs. 1,000 / Day/ Bus
8.	Delay in removal of advertisement	Rs. 200 /Day/ Bus
9.	Any damage to buses during installation of Advertisement	Rs. 5,000 /Day/ Bus
10.	If the agency fails to run ads as scheduled and committed to the client or misbehave with the client.	Rs. 5,000 /incident
11.	Failure to maintain or clean the advertisement panel/logo panel/direction arrow panel	Rs. 100 /Day/ Bus pole
12.	Delay in repairing/replacing damaged bus pole beyond 7 working days (non-accidental cases)	Rs. 500 /Day/ Bus pole
13.	Damage caused to pole during advertisement/solar panel installation not restored within 3 days	Rs. 1000 /Day/ Bus pole
14.	Unauthorized modification to the pole or structure	Rs. 1000 /Day/ Bus pole
15.	Installation of non-approved or objectionable content (ads violating guidelines)	Rs. 1000 /Day/ Bus pole
16.	Advertisement surfaces, including seat backs and grab rails, are kept clean, legible, and free from any adhesive residue, gum, dirt, or damage.	Rs. 50 /Day/ Bus seat



## 14. Termination/Withdrawal

- a) If the successful bidder does not fulfill the terms and conditions specified by CRUT, the contract shall be terminated/cancelled by CRUT duly giving forty-five (45 days) advance notice and duly forfeiting the Security Deposit and confiscating the equipment installed in the buses.
- b) Malpractices in implementation of the project such as manipulation of data results in termination of the contract and forfeiture of the Security Deposit and confiscation of the equipment installed in the buses.
- c) Unfinished or partially completed software shall not be accepted and the contract will be terminated, besides forfeiture of Security Deposit.
- d) In case the successful bidder is unable to implement the project within the timelines prescribed, CRUT reserves the right to terminate the contract duly forfeiting the security deposit and confiscating the equipment installed in the buses.

## 15. Force Majeure

- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) 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.

## 16. Dispute Resolution & Jurisdiction

- a) Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including non-completion of the Agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth below.
- b) Either Party may require the Dispute to be referred to the Managing Director of CRUT for amicable settlement. Upon such reference, both the Parties and the Managing Director of CRUT shall meet at the earliest mutual convenience and in any event within 15(fifteen) days of such reference to discuss and attempt to amicably resolve the dispute. If the Dispute is not amicably



resolved within 15(fifteen) days of such meeting, either Party may approach the appropriate Court of Law within the jurisdiction of Bhubaneswar, for redressal of his grievance.

## 17. Annexures

### 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 Selection of Agency for Exclusive Advertisement Rights on In Bus LED Displays, Seat Back Panels, Grab Rails, and Advertisement Panels on Bus Pole Structures, including their Operation and Maintenance, under CRUT for a Period of (3+1) 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 submits 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 submit 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.

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Signature of the Authorized Person

-----

Name of the Authorized Person

Dt -----

## Annexure II: Details of Bidder

(On Bidder Letter Head)

- 1 Name
- 2 Country of incorporation
- 3 Address of the corporate headquarters and its branch office(s), if any, in India
- 4 Date of incorporation and / or commencement of business
- 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 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
1.	2022-23		
2.	2023-24		
3.	2024-25		
4.	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 this .....day 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	Work Order/ LoA /Agreement details	Value of the Work Order/Project	Contract Period From-To

Signature of the Authorized Signatory)

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

Date:

## Annexure V: 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 Selection of Agency for Exclusive Advertisement Rights on In Bus LED Displays, Seat Back Panels, Grab Rails, and Advertisement Panels on Bus Pole Structures, including their Operation and Maintenance, under CRUT for a Period of (3+1) 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 VI: Affidavit

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

Name of Work: **“Request for Proposal for Selection of Agency for Exclusive Advertisement Rights on In Bus LED Displays, Seat Back Panels, Grab Rails, and Advertisement Panels on Bus Pole Structures, including their Operation and Maintenance, under CRUT for a Period of (3+1) 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 VII: 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 or as member of a Consortium/JV 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 Selection of Agency for Exclusive Advertisement Rights on In Bus LED Displays, Seat Back Panels, Grab Rails, and Advertisement Panels on Bus Pole Structures, including their Operation and Maintenance, under CRUT for a Period of (3+1) 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.

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Name of the bidder

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Signature of the Authorized person

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Name of the Authorized Person

## Annexure VIII: 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.....

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Name of the bidder

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Signature of the Authorized person

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Name of the Authorized Person

## Annexure IX: Bank Details

*{Company Letter head}*

*(Cancel Cheque to be attached with the annexure)*

The bidder shall provide bank details for the refund of the Earnest Money Deposit (EMD) in case the contract is not awarded.

Name of the Bidder	
Name of the Bank	
Bank Account No.	
IFSC code	
Details of the Demand Draft of the EMD deposited	

Name of the bidder:

Sign of the Authorized Signatory

Name of the Authorized Signatory

## Annexure X: Format for Financial Bid

To,

The General Manager (P&A)

Capital Region Urban Transport

Plot No-548/1452, Patia, Kalarahanga, Bhubaneswar- 751024

Subject: Financial Bid for Request for Proposal for Selection of Agency for Exclusive Advertisement Rights on In Bus LED Displays, Seat Back Panels, Grab Rails, and Advertisement Panels on Bus Pole Structures, including their Operation and Maintenance, under CRUT for a Period of (3+1) Years.

Sir,

Having gone through the RFP document and having fully understood the Scope of Work, we are pleased to quote the following Fees:

Sl. No	Description of Work	Unit	License fee in Rs. Excluding GST
1	Advertising Rights of the LEDs inside the Buses (200 Buses)	Per Bus per Month	
2	Print Advertising Rights of the Bus Pole with Operation and Maintenance (153 nos)	Per Bus pole per Month	
3	Advertising Rights of the Digital/LEDs on Bus Pole with Operation and Maintenance (LED to be installed and commissioning by the Agency with their own cost)	Per Bus pole per Month	
4	Advertisement rights of Seat back spaces and grab rails (400 buses)	Per Bus per Month	
<b>Rate In Word:</b>			

*Note: a. The bid validity should be 180 days from the date of opening of the financial bid.*

*b. This is an indicative format; however, bidders are required to submit their quotes strictly as per the prescribed format available on the e-procurement portal.*

Name of the bidder:

Sign of the Authorized Signatory

Name of the Authorized Signatory