



**Expression of Interest (Eoi)**

for

Allotment of Advertising Rights on OSRTC Buses

Eoi No. 477 Dated 22.04.2022

**Issued By**

Odisha State Road Transport Corporation (OSRTC)

Paribahan Bhavan, Sachivalaya Marg, Unit-II

Bhubaneswar-751001, Odisha

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## Disclaimer

The information contained in this Expression of Interest (the "Eol") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of Odisha State Road Transport Corporation (OSRTC) or any of its employees or advisors are provided to Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided.

This document is not an agreement and is neither an offer nor invitation by OSRTC to the prospective Bidder or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in the formulation of their bids for qualification pursuant to this Eol. This Eol may not be appropriate for all persons, and it is not possible for OSRTC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this document. The assumptions, assessments, statements, and information contained in this document 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 document and obtain independent advice from appropriate sources.

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

OSRTC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders, 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 document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way with prequalification of Bidder for participation in the Bidding Process. OSRTC 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 document. OSRTC 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 document.

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

## **1 Invitation for Proposal**

Odisha State Road Transport Corporation (OSRTC) hereby invites proposal under the said policy for the allotment of advertising rights on OSRTC Buses for a period of 5 Years. Bidder / Agencies are advised to study this document carefully before submitting their proposals in response to the EoI Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

The complete EoI document has been published on <https://osrtc.in> for the purpose of downloading. The downloaded EoI document shall be considered valid for participation in the evaluation process subject to the submission of required document fee. For any type of clarifications, bidder can contact **+91-9438689207** or **+91-8420167711**, **Email: [cmdosrtc@gmail.com](mailto:cmdosrtc@gmail.com)**

- (i) Empanelment procedure shall be adopted as stipulated in this EoI.
- (ii) Bidder(s) (authorized signatory) shall submit their proposal for Pre-Qualification evaluation process. EoI document fee and tender fee should be paid as per instructions provided in the EoI document.
- (iii) Bidder(s) are requested to submit the complete EoI response proposal, well advance in time to avoid any other unforeseen problems.

### **Schedule of Bidding Process**

#	Particulars	Details
1	Publication of EoI Notice	23.04.2022
2	Uploading of EoI document in OSRTC website	23.04.2022
3	Last date for pre-EoI queries Submission	30.04.2022 (05:00 PM)
4	Publication of Pre-EoI Clarification	03.05.2022
5	Last date for proposal Submission	09.05.2022 (03:00 PM)
6	Place of submission of proposals:	General Manager (Admin) Odisha State Road Transport Corporation Paribahan Bhavan, Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha
7	Date and time for opening of proposals	09.05.2022 (04:00 PM)
8	Date and time for Commercial Proposal opening	<b>-To be intimated-</b>

## 2 Bidding Process

### 2.1 Background:

OSRTC intends to empanel Advertisement agencies through this Expression of Interest (EoI). **Financial proposal as per the prescribed format will be asked only from the shortlisted/empaneled bidders.**

EoI proposals (validity of EoI shall be for 180 days) are invited for a period of 5 years, from a Company incorporated under (Indian) Companies Act, 1956/ 2013/ proprietorship/ partnership/ Pvt Ltd/ Ltd firm. The proposal shall be accepted as per the terms and conditions attached.

### 2.2 Brief Description of Bidding Process:

2.2.1 OSRTC has adopted a two Stage Bidding Process (collectively referred to as the "Bidding Process") for empanel of the Service Provider. The selection process involves Pre-qualification of interested Bidders and financial evaluation in accordance with the provisions of this EoI. Financial proposal as per the prescribed format will be asked only from the shortlisted/empaneled bidders.

2.2.2 The Applicant shall pay to OSRTC a non-refundable sum of ₹10,000/- (Rupees Ten Thousand only) + GST (18%), as 'Document Fee'.

2.2.3 In terms of the EoI, a Bidder will be required to submit along with the proposal, receipt of Document Fee & Earnest Money Deposit (EMD)

2.2.4 Bidder should submit original documents (those were uploaded during bis submission) for verification at the time of bid opening

### 2.3 EoI Clarification:

2.3.1 Bidder requiring any clarification on the EoI may send in their queries to [cmdosrtc@gmail.com](mailto:cmdosrtc@gmail.com) on or before the date mentioned in the Schedule of Bidding Process specified as per the format provided in Annexure II: Request for Clarification. Bidder shall be required to submit the queries in editable format preferably.doc and .xls both. OSRTC shall endeavor to respond to the queries within the period specified therein. All clarifications shall be published online on the website [www.osrtc.in](http://www.osrtc.in)

2.3.2 OSRTC shall endeavor to respond to the questions raised or clarifications sought by the Bidder. However, OSRTC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing shall be taken or read as compelling or requiring OSRTC to respond to any question or to provide any clarification.

2.3.3 OSRTC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidder. All clarifications and interpretations issued by OSRTC shall be deemed to be part of the EoI Documents. Verbal clarifications and information given by OSRTC, or its employees or representatives shall not in any way or manner be binding on OSRTC.

2.3.4 In case of any clarification/ queries, the person to be contacted is as under:

**The General Manager (Admin.)  
Odisha State Road Transport Corporation,  
Paribahan Bhavan, Sachivalaya Marg, Unit-II,  
Bhubaneswar-751001, Odisha**

## 2.4 Scope of Work, Service Requirements including Technical Parameters

This EoI is for leasing of sole rights for the display of advertisement on the Buses under OSRTC. Details of different type of buses and indicative advertisement area are mentioned in Annexure-IX & X.

### 2.4.1 Fixation of Advertisement Boards on Buses

It is to be noted that Corporation will provide flat surface on both side panels of the bus and clear display back panel area where number plate, slogan, tail light, ladder & trunk door will not be a hindrance. (Bidder can make a special back panel board for which corporation will give rebate in license fee or extend the contract against the cost.)

- i) The Bidder shall totally be responsible for the pasting vinyl sheet / fabrication of back panels to be displayed at the back of the buses. He shall also be responsible for bringing of panels to the depot concerned for display thereof. The fixation and removal of the panels will be the sole responsibility of the Bidder. No damage to be caused on the buses at the time of fixation of removal of board (Advertisement).
- ii) While fixing the panels the Bidders shall take due care so that no damage whatsoever is caused to the bus or to the Corporation property. The panel will have to be fixed according to the space with the help of bolts provided on the buses for that purpose. The panels should not be in a disfigured or in shabby condition etc. In case the bolts and brackets are found missing of a bus(es), The Bidder shall bring this fact into the notice of the authorized officer of the Corporation for getting the same fixed within a reasonable time but not later than a week from the day of hampering property.
- iii) Fixation/ removal of advertisement panel will be carried out by the Bidder or his authorized representative. For pasting of advertisements information shall be sent to the respective Depots one day in advance and in that case, buses will be parked separately at places where there is adequate light and space for workers movement.

2.4.2 The Corporation will not be responsible for pasting of any sticker, poster, or any other writing or defacing of the advertisement by any third person. It will be the responsibility of the Bidder to maintain his advertisement board(s) is found un-presentable and spoiling the look the sole agent shall get the same renewed repeated immediately failing which the Corporation will have the right to remove the same. No claim on account of such action will be entertained. Defacing at the end of the Advertisement contract

**The Bidder at the end of the contract must deface the advertisement area and leave it in the original condition of the bus.**

### 2.4.3 Objectionable advertisement

Upon receiving any complaint about objectionable content or on Suo moto basis competent authority in OSRTC shall have right to remove such advertisement forth with at the cost of the Bidder and the OSRTC shall not be liable to pay any refund / damage or claim thereon. The Bidder will, however, be permitted to display any other advertisement in lieu thereof.

**2.4.4 Bidder's responsibility for all claims, actions, losses, etc.**

In case any liability accrues or arises out of any damage, claims/ disputes against any advertisement by any third party the entire liability, claim, action for loss shall rest on the Bidder who alone shall be responsible for all such claims/ liabilities/ settlements/ disputes and OSRTC shall be absolved of any responsibility on such account.

**2.4.5 Removal of Advertisement on expiry of contract**

- i. The Bidder will remove the advertisement boards/display from the buses after the expiry of the contract. However, 30 days' time can be granted by the Corporation to complete the work done with the condition that: specify conditions.
- ii. The Bidder will have to pay normal rental charges up to the day of the advertisement is removed.
- iii. If any advertisement board or painting is found displayed on the buses and/ or workshop/Bus Stations & administrative office even after 30 days of the expiry of the contract the Bidder will have to pay removable charges to corporation.
- iv. If the removal of the advertisement board/ display is not done within the above stipulated time, the CMD, OSRTC or his authorized representative shall have the right to remove the same at the cost of Bidder without notice. If the Bidder gets the advertisement defaced within the time period as stipulated by clause (i) or (ii), he will send written information of the same verified by the concerned Divisional Manager to OSRTC Headquarters along-with date of defacing immediately.

**2.4.6 Termination of Contract**

The contract can be terminated for any reason whatsoever by way of three months' notice from the bidder side. The Corporation shall not be liable for any damages and Bidder will have to remove the advertisement latest by 15 days after the termination of the contract.

**2.4.7 Permission for Agent's employees to enter the Corporation's premises**

Twelve persons of the Agent's firm only shall be permitted to issue authority letters authorizing their employees to enter the premises of the corporation for the purpose of fixing and pasting of advertisement or for any other reason connected with their lawful business as contractors under this contract. However, the selected agency shall give intimation to client's representative before entering premises of OSRTC.

**2.4.8 License Fee**

- i. The License fees shall be enhanced / incremented by 20% in the fourth Year.
- ii. The Bidder shall pay license fee to the corporation in advance on monthly installments before the 7<sup>th</sup> day of the commencement of each month against GST invoices raised by corporation to the Bidder along with the bus list nos. The first installment shall become payable immediately within 7 days of signing of contract agreement and subsequent installments shall be payable by the 7<sup>th</sup> day of the commencement of each month made by demand draft drawn on a scheduled Bank payable at Odisha only or through net banking / RTGS / NEFT
- iii. Permission may be granted by Managing Director, or any officer authorized by him to deposit the License Fee late by 15 days only after giving satisfactory reasons by the Bidder for the delay. However, such delay shall be intimated in advance to the corporation.
- iv. In case of delay in the payment of monthly license fee along-with late deposit fee@ 9% as stated above is not received within a period of one month, the Managing Director shall be at liberty to terminate the contract and the amount of security deposit may be forfeited by giving notice to the Bidder.



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- v. There will be no rebate in license fee if number of buses increase or decrease up to 5%. If (fleet size) number of buses increase or decrease by more than 5%, the license fee shall be adjusted accordingly. In case of variation of more than 5% the Bidder shall submit details to headquarters on monthly basis and the license fee shall be adjusted accordingly at the end of every month.
- vi. OSRTC may add or reduce the buses in any category from its fleet during the period of contract for which the quoted amount will increased or decreased proportionately on pro rata basis.
- vii. License fees includes all taxes other than GST

### **2.4.9 Taxes**

GST taxes levied on advertisement shall be paid by the Bidder.

### **2.4.10 Duration of Contract**

The duration of contract shall be for 5 (Five) years from the date of signing of agreement

### **2.4.11 General**

The Bidder shall adhere to all the relevant rules framed by Government, Local administration, and Development Authorities.

**Detailed Scope of Work, deliverables, service level parameters and performance criteria will be shared with shortlisted service providers during financial bid.**

### 3 Instructions to Bidder

#### 3.1 General Terms of Bidding:

- 3.1.1 A Bidder is eligible to submit only one proposal for the Project as per the formats given in Annexures.
- 3.1.2 Eol documents being provided only as preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations, and other detailed examination before submitting their proposal. Nothing contained in the Eol document shall be binding on OSRTC nor confer any right on the Bidder. OSRTC shall have no liability whatsoever in relation to or arising out of any or all contents of the Eol documents.
- 3.1.3 The Bidder shall deposit Earnest Money Deposit (EMD) in accordance with the provisions.
- 3.1.4 The Bidder should submit a declaration as per the format at **Annexure V: Non-Blacklisting declaration for signing the Eol proposal**, authorizing the signatory of the Bid.
- 3.1.5 The Documents including this Eol, and all attached documents are and shall remain the property of OSRTC and are transmitted to the Bidder solely for the purpose of preparation and the submission of proposal 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 proposal. OSRTC will not return any proposal, or any information provided along therewith.
- 3.1.6 A Bidder shall not have a conflict of interest (*the "Conflict of Interest"*) that affects the Eol Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, OSRTC shall be entitled to forfeit and appropriate the EMD, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by OSRTC and not by way of penalty for, inter alia, the time, cost and effort of OSRTC, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to OSRTC under the Eol proposal and/ or the commercial proposal or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Eol Process, if:
- 3.1.6.1 The Bidder, or Associate (or any constituent thereof) and any other Bidder, or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder or Associate, as the case may be) in the other Bidder or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013.

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- 3.1.6.2 For the purposes of indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) 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 (bb) subject always to sub-clause (aa) 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 (bb) 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.
- 3.1.6.3 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
- 3.1.6.4 Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- 3.1.6.5 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 of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- 3.1.6.6 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.
- 3.1.6.7 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.
- 3.1.6.8 OSRTC, 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, OSRTC would do so, with an information to the Bidder and any expenses related to the same would be charged to the bidder.
- 3.1.6.9 This Eol is not transferable. Any outcome pursuant to this Eol shall be subject to the terms and conditions of the Eol Documents.

### **3.2 Acknowledgement by Bidder:**

It shall be deemed that by submitting a proposal, the Bidder has:

- 3.2.1 Made a complete and careful examination of the Eol Documents.
- 3.2.2 Received all relevant information requested from OSRTC.

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- 3.2.3 Accepted the risk of inadequacy, error or mistake in the information provided in the Eol Documents or furnished by or on behalf of OSRTC relating to any of the matters referred to in above.
- 3.2.4 Satisfied itself about all matters, things and information including matters referred to in this clause hereinabove necessary and required for submitting an informed proposal, execution of the Project in accordance with the Eol Documents and performance of all of its obligations there under.
- 3.2.5 Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the proposal or ignorance of any of the Bidder referred to in this clause hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from OSRTC, or a ground for termination of the proposal by the Agency.
- 3.2.6 Acknowledged that it does not have a Conflict of Interest; and
- 3.2.7 Agreed to be bound by the undertakings provided by it under and in terms hereof.

### **3.3 Cost of Bidding:**

- 3.3.1 Bidder are invited to examine all information relevant to the Project in greater detail and to carry out, at their cost, such studies as may be required for submitting their respective proposal.
- 3.3.2 The Bidder shall be responsible for all the costs associated with the preparation of their proposal and their participation in the Eol Process. OSRTC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Eol Process.

### **3.4 Verification and Disqualification:**

- 3.4.1 OSRTC shall not be liable for any omission, mistake or error in proposals submitted by the bidder. OSRTC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the EOI or the Bidding Documents and the Bidder shall, when so required by OSRTC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, OSRTC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of OSRTC there under. OSRTC reserves the rights to decide to ask any clarification and decide to consider the same.
- 3.4.2 OSRTC reserves the right to reject any proposal and forfeit the EMD if:
  - 3.4.2.1 At any time, a material misrepresentation is made or uncovered, or
  - 3.4.2.2 The Bidder does not provide, within the time specified by OSRTC, the supplemental information sought by OSRTC for evaluation of the proposal.
  - 3.4.2.3 Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the proposals have been opened and the highest-ranking Bidder (T1) gets disqualified/rejected/non-responsive, then OSRTC reserves the right to invite the T2 Bidder to agree with the commercial terms and conditions in accordance with the conditions of this Eol; or

3.4.2.4 Take any such measure as may be deemed fit in the sole discretion of OSRTC, including annulment of the EoI Process, in case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Agreement, and if the Successful Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this EoI, be liable to be terminated, by a communication in writing by OSRTC, without OSRTC being liable in any manner whatsoever. In such an event, OSRTC shall be entitled to forfeit and appropriate EMD or Performance Security as Damages, without prejudice to any other right or remedy that may be available to OSRTC under the EoI Documents.

### 3.5 Amendment of EoI:

- 3.5.1 At any time prior to the deadline for submission of proposal, OSRTC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the EoI by the issuance of Addendum or a Corrigendum. An addendum or a corrigendum thus issued will be a part of the EoI and shall be published online on the website [www.osrtc.in](http://www.osrtc.in). OSRTC will assume no responsibility for receipt of the Addendum or Corrigendum.
- 3.5.2 To accord the Bidder a reasonable time for taking an Addendum into account, or for any other reason, OSRTC may, at its own discretion, extend the EoI Due Date.

### 3.6 Proprietary data:

- 3.6.1 All documents and other information supplied by OSRTC or submitted by a Bidder to OSRTC shall remain or become the property of OSRTC. Bidder(s) are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their proposal. OSRTC shall not return any proposal, or any information provided therewith.

### 3.7 Language, Format and Signing of Proposal:

- 3.7.1 The EoI, as well as all correspondence and documents relating to the EoI, exchanged between OSRTC and the Bidder shall be written in English Language. Any printed literature furnished by the Bidder written in another language must be accompanied by a translation in the English Language duly authenticated by the Bidder, in which case, for purposes of interpretation of the proposal, the translation shall govern.
- 3.7.2 The Bidder shall provide all the information sought under this EoI. OSRTC will evaluate only those proposals that are received in the required formats and complete in all respects. The Eligibility proposal shall be submitted as per the check list provided in Annexures.
- 3.7.3 The proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder having a Power of Attorney as per format Annexure V: Power of Attorney for signing of Bid, as applicable and duly authenticated by affixing a Common Seal who shall also initial each page in blue ink. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

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3.7.4 Bidder shall furnish the required information in their proposal in the enclosed formats only as per the Annexures to the EoI. Any deviations with respect to this may make their Bid liable for rejection.

3.7.4.1 **As part of Eligibility criteria, the following shall form part of the proposal (Envelope I):**

- i. Required amount of Document Fee and EMD shall be paid online through the payment gateway.
- ii. Annexure I: Covering letter
- iii. Annexure II: Pre-Qualification Check list and Supporting documents.
- iv. Annexure III: Details of Bidder
- v. Annexure IV: Power of Attorney
- vi. Annexure V: Self-Declaration for non-Blacklisting
- vii. Annexure VI: Declaration for Non-Performance
- viii. Annexure VII: Technical Capacity of the Bidder
- ix. Annexure VIII: Financial Capacity of the Bidder
- x. Annexure IX: Indicative Placements of Bus Wraps

3.7.5 The Bidder shall submit Eligibility Qualification proposal in the format specified in Annexures and in accordance with this EoI. The Bidder shall submit the proposal by Speed Post/ Courier service or submit the proposal by hand with The General Manager (Admin), Odisha State Road Transport Corporation, Paribahan Bhavan, Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha.

3.7.6 The cover Envelope shall clearly bear the following identification: **"EoI for Allotment of Advertising Rights on OSRTC Buses"** and shall clearly indicate the tender notice number, name, and address of the Bidder. The envelope shall be addressed to:

**The General Manager (Admin),  
Odisha State Road Transport Corporation,  
Paribahan Bhavan, Sachivalaya Marg, Unit-II,  
Bhubaneswar-751001, Odisha**

3.7.7 The Bidder shall submit Pre-Qualification proposal in the format specified in Annexures and in accordance with this EoI. The Bidder shall submit the hard copy as well soft copy (in pen-drive) of Pre-Qualification proposal, Tender Processing fees and EMD in a sealed envelope.

3.7.8 If the envelope is not sealed and marked as instructed above, OSRTC assumes no responsibility for the misplacement or premature opening of the contents of the proposal and consequent losses, if any, suffered by the Bidder.

3.7.9 Further, Bidder are required to submit all details only as per EoI document. In the event, any of the instructions mentioned herein have not been adhered to, OSRTC reserves the right to reject the proposal.

## **Eol for Allotment of Advertising Rights on OSRTC Buses**

- 3.7.10 Bids submitted by fax, telex, telegram, or e-mail shall not be entertained and shall be rejected.
- 3.7.11 Bids should be submitted before 3:00 PM on the Due Date as specified in the Eol. The **Envelope** containing receipt of paid Tender processing fee & EMD along with Eligibility documents, signed copy of the Eol and Soft copy of the proposal shall be submitted at the address provided in the manner and form as detailed within the due date and time as specified in the Eol.
- 3.7.12 OSRTC may, in its sole discretion, extend the Eol Due Date by issuing an Addendum.
- 3.7.13 Proposals received after the specified time on the Due Date shall not be eligible for consideration and shall be summarily rejected.
- 3.7.14 Modifications/ Substitution/ Withdrawal of Proposals:
- i. The Bidder shall modify, substitute, or withdraw proposal prior to the Due Date. No proposal shall be modified, substituted, or withdrawn by the Bidder on or after the Due Date.
  - ii. Any alteration/ modification in the proposal or additional information supplied after the Eol Due Date, unless the same has been expressly sought for by OSRTC, shall be disregarded.

### **3.8 Validity of Eol:**

- 3.8.1 Proposals shall remain valid for a period of 180 (one hundred and eighty) days from the date of opening of the Eol.
- 3.8.2 In exceptional circumstances, prior to expiry of the original Eol validity period, OSRTC may request the bidder to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his EMD.

### **3.9 Confidentiality:**

- 3.9.1 Information relating to the examination, clarification, evaluation, and recommendation for the Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising OSRTC in relation to or matters arising out of or concerning the Eol Process. OSRTC will treat all information, submitted as part of the Eol, in confidence and will require all those who have access to such material to treat the same in confidence. OSRTC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or OSRTC.

### **3.10 Correspondence with Bidder:**

- 3.10.1 OSRTC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Proposal.

### **3.11 Earnest Money Deposit (EMD):**

- 3.11.1 The Bidder shall furnish as part of its Proposal, Earnest Money Deposit (EMD) amount to the sum of **₹2,00,000/- (Rupees Two Lakhs only)** shall be paid through DD/ online through payment gateway.

## **EoI for Allotment of Advertising Rights on OSRTC Buses**

- 3.11.2 OSRTC shall not be liable to pay any interest on the Earnest Money Deposit (EMD) so made and the same shall be interest free. EMD shall be non-transferable. Any Bid not accompanied by the receipt of Earnest Money Deposit (EMD) & Tender processing fee shall be rejected by OSRTC as non-responsive\*.
- 3.11.3 The Earnest Money Deposit (EMD) of unsuccessful Bidder will be returned by OSRTC, without any interest, within 60 days from the date of opening of the financial bid or when the EoI process is cancelled by OSRTC. Bidder may by specific instructions in writing to OSRTC give the details for name and address of the person in whose favor the said demand draft shall be drawn by OSRTC for refund, failing which it shall be drawn in the name of the Bidder.
- 3.11.4 The empaneled Bidder's Earnest Money Deposit (EMD) will be returned, without any interest, upon such Successful Bidder signing the Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 3.11.5 The Earnest Money Deposit (EMD) shall be forfeited and appropriated by OSRTC as mutually agreed genuine pre-estimated compensation and Damages payable to OSRTC for, inter alia, time, cost, and effort of OSRTC without prejudice to any other right or remedy that may be available to OSRTC hereunder or otherwise, under the following conditions:
- 3.11.5.1 If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as specified in this EOI.
- 3.11.5.2 If a Bidder withdraws its Bid during the period of Bid validity as specified in this EOI and as extended by the Bidder from time to time.
- 3.11.5.3 In the case of successful Bidder, fails within the specified time limit: –
- i. to sign the Agreement and/or
  - ii. to furnish the Performance Security within the period prescribed in the Contract Agreement; or
  - iii. In case the successful Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

### **3.12 Force Majeure:**

In situation like Pandemic, lockdown, Act of God, bus strike at OSRTC, etc. the decision for waiver/relaxation in concession fee shall be granted; or the period of the contract shall be extended, or the same amount shall be adjusted/ deducted on pro rata basis in next billing.

### **3.13 Settlement of Dispute and Arbitration:**

- 3.13.1 All disputes and differences arising out in any way touching or concerning this contract/deed whatsoever shall be referred to the Managing Director, Odisha Transport Corporation Ltd.
- 3.13.2 In case the issue is not solved between both the parties, the issue will be referred to retired high court judge of Orissa High Court acting as a sole arbitrator based at Odisha to adjudicate arbitration proceedings.

### **3.14 Jurisdiction:**

Any dispute or difference or claim etc., shall be subject to the exclusive jurisdiction of the courts situated at Odisha only. No other courts shall have the jurisdiction to



entertain or try any matter concerning this Tender:

## **4 Evaluation of Eol Proposals**

### **4.1 Eol Evaluation Committee**

- 4.1.1 OSRTC shall constitute a Eol Evaluation Committee to evaluate the responses of the bidder(s).
- 4.1.2 The Evaluation Committee shall evaluate the responses to the Eol and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- 4.1.3 The decision of the Eol Evaluation Committee in the evaluation of responses to the Eol shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- 4.1.4 The Evaluation Committee may ask for meetings with the bidder to seek clarifications on their proposals. The bidder shall submit requisite supporting documents/ certificates on the credentials. Each of the responses shall be evaluated as per the criteria and requirements specified in this Eol.
- 4.1.5 The Eol Evaluation Committee would submit its decision to OSRTC whose decision would be final and binding upon the bidder.
- 4.1.6 In case of a single bid, OSRTC reserves the right to accept or reject the bid on recommendations of Bid Evaluation Committee at its discretion.
- 4.1.7 The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
- 4.1.8 The Bid Evaluation Committee reserves the right to reject any or all proposals entails the basis of any deviations.

### **4.2 Overall Evaluation Process**

- 4.2.1 The evaluation of the Bids shall be done in 2 Steps where the Bidder shall be first evaluated against the Pre-Qualification Criteria mentioned in Clause 4.3.
- 4.2.2 Only those bidders who meet the Pre-qualification criteria shall be considered for further evaluation of the financial Proposal.
- 4.2.3 To facilitate the evaluation of the Bid, OSRTC may at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarifications shall be provided by the Bidder within the time specified by OSRTC for this purpose and all clarifications shall be in writing.
- 4.2.4 If any Bidder does not provide clarifications sought as above, within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, OSRTC may proceed to evaluate the Bid by construing the requiring clarification to the best of its understanding and the Bidder shall be barred from subsequently questioning such interpretation by OSRTC.
- 4.2.5 Any information contained in the Bid shall not in any way be construed as binding on OSRTC, its agents, successors, or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process based on such information.
- 4.2.6 OSRTC reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

## EoI for Allotment of Advertising Rights on OSRTC Buses

### 4.3 Pre-Qualification Proposal Criteria

4.3.1 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 fulfill all the following Pre-Qualification criteria independently, as on date of submission of bid.

No.	Type	Pre-Qualification Criteria	Documents to be submitted
PQ1	EoI processing fees	Document fees and EMD shall be paid online through the payment gateway.	Online payment gateway
PQ2	Legal Entity	The bidder should mention the name and address of the proprietor of the advertising company in case of partnership firm name and address of all partners and incase of Ltd company / Pvt Ltd company (registered under the Companies Act, 2013 or the Companies Act, 1956) name and address of the directors with supporting document	Copy of Certificate of Incorporation/ Registration/Partnership/ proprietorship deed signed by Authorized
			Copy of PAN/ TIN/ TAN
			Copy of GST Registration
PQ3	Net worth	The Bidder should have positive net worth and should have profit after tax in each three (3) financial years (FY). (FY 18-19, FY 19-20, FY 20-21)	Certificate from the Statutory Auditor clearly stating Positive Net worth.
PQ4	Financial Criteria	Annual financial turnover of the Bidder during the last 3 (three) financial years (FY 18-19, FY 19-20, FY 20-21) should be at least <b>₹20 crore</b> in each year in outdoor	Copies of audited financial statements
PQ5	State Transport Undertaking corporation experience	Bidder should have experience of working with minimum three state buses advertising contract with any 3 different state government department which are completed in the last 3 (Three) FY (FY 18-19, FY 19-20, FY 20-21)	Relevant work order/s to be provided
PQ6	Local Presence	The successful bidder has to open a Branch office in Bhubaneshwar for better communication.	Attach Address Proof supporting document if office is in Bhubaneshwar
PQ7	Blacklisting	The Bidder should not be 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 proposal.	A self-certified letter signed by the Authorized Signatory of the Bidder in the Company Letterhead.

**Note:** Any entity which has been barred or disqualified either by any State Government in India (SG) or any Union Territory Administration in India (UT) or Government of India (Gol), or any of the agencies of SG/UT/Gol from participating in any project (BOT or otherwise) and the bar subsists

## EoI for Allotment of Advertising Rights on OSRTC Buses

*as on the date of Bid submission, would be disqualified. It is mandatory to submit the specified documents in support of the above Pre-Qualification criteria and the company/firm/agency shall be disqualified should it fail to provide any of the specified documents.*

OSRTC may seek clarifications from the bidder on the Pre-qualification Criteria on the submitted documents, however no additional document cannot 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.

### 4.4 Selection Procedure:

Only the bidders fulfilling the Pre-qualification Criteria are allowed to further participate in this tender. Financial bid format shall be shared only with the pre-Qualified bidders.

The financial bids shall be opened by OSRTC in presence of the nominees of the bidders. Bidders shall be ranked H1, H2, H3, etc. in decreasing order of their financial offers. The selection will be on the basis of the highest **Gross License Value (H1)** for the said work. The Gross License Value for bidders can be declared H1, H2 or H3 etc. based on their bids.

**Note: Even if only a single bid is received, OSRTC retains the right to open his financial bids and award the project.**

*The EoI proposal should not contain any financial information, if found same shall be considered as rejected.*

### 4.5 Selection of Bidder:

4.5.1 The Bidder/s whose Bid is adjudged as responsive in terms of EOI and with the highest **Gross License Value (H1)** as per Clause 4.4 shall be declared as the selected Bidder/s (the "Successful Bidder/s").

4.5.2 After selection, a Letter of Award (LOA) shall be issued, in duplicate, by OSRTC to the Successful Bidder and the Successful Bidder shall have to sign and return the duplicate copy of the LOA in acknowledgement thereof within 7 (seven) days of the receipt of the LOA. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, OSRTC 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 OSRTC on account of failure of the Successful Bidder to acknowledge the LOA.

4.5.3 After acknowledgement of the LOA as aforesaid by the Successful Bidder, the Contract Agreement shall be executed between OSRTC and the Successful Bidder within 30 days from the date of issue of LOA. The Date of execution of Contract Agreement between OSRTC and Successful Bidder shall be identified as Commercial Operation Date (COD).

4.5.4 The Successful Bidder shall not be entitled to seek any deviation, modification, or amendment in the Contract Agreement.

#### **4.6 Contacts during Bid Evaluation:**

4.6.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time as OSRTC makes official intimation of award/ rejection to the Bidder. While the Bids are under consideration, Bidder and/ or their representatives or other interested parties are advised to refrain from contacting by any means, OSRTC and/ or their employees/ representatives on matters related to the Bids under consideration.

#### **4.7 Signing of Contract:**

4.7.1 The Agreement will be signed as per EOI, after selection of Successful Bidder. OSRTC shall have the right to annul the award in case there is a delay of more than 30 days in signing of the Agreement from the date of issue of LOA by OSRTC, for reasons attributable to the selected bidder.

#### **4.8 Failure to agree with the Terms & Conditions of this EOI:**

4.8.1 Failure of the successful bidder to agree with the terms and conditions of this EOI shall constitute sufficient grounds for the annulment of the award, in which event OSRTC may award the contract to H2 bidder and appropriate the Performance Bank Guarantee or EMD paid by the selected bidder.

#### **4.9 Performance Bank Guarantee:**

4.9.1 Performance Bank Guarantee is governed for supplies and services as follows:

4.9.1.1 The bidder shall carry out the services in conformity with the requirements of this EOI, generally accepted professional and technical norms relevant to such projects and to the satisfaction of OSRTC.

4.9.1.2 The Earnest Money Deposited at the time of bid submission would be given back to the selected bidder on payment of Performance Bank Guarantee.

4.9.2 The selected bidder(s) shall furnish Performance Bank Guarantee as follows:

4.9.2.1 The successful bidder shall at his own expense, which may be in form of an unconditional and irrevocable bank guarantee for ₹20,00,000 (Indian Rupees Twenty Lakhs). The agency shall maintain a valid and binding Performance Security for a period of 3 (three) months after the expiry of the Total Contract Period of 5 (Five)

4.9.2.2 The Performance Bank Guarantee should have been issued by a Scheduled Nationalized Bank or Commercial Bank in India. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

4.9.2.3 The Performance Bank Guarantee should be furnished within 15 Business Days from the date of issue of Letter of Award (LOA).

4.9.2.4 The Performance Bank Guarantee may be discharged/ returned by OSRTC upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract for the entire project duration. However, no interest shall be payable on the Performance Bank Guarantee.

4.9.2.5 OSRTC shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:

- i. Any amount which OSRTC becomes liable to the Government/Third party on behalf of any default of the bidder or any of his/her/their agent/ employees or staff.

ii. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.

iii. Any monthly license fee is not paid.

4.9.2.6 Once the amount under this clause is debited, the bidder shall reimburse the Performance Bank Guarantee to the extent the amount is debited within 15 days of such debit by OSRTC failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Bank Guarantee in favor of OSRTC.

#### **4.10 Commencement of Agreement:**

The selected Agency shall commence the assignment within 15 days from the date of signing of the Agreement along with details of buses / registration number of buses. If the bidder fails to commence the assignment as specified herein, OSRTC may, unless it consents to extension of time thereof may forfeit the Performance Security and appropriate the same by OSRTC.

#### **4.11 Proprietary Data:**

All documents and other information provided by OSRTC or submitted by the bidder to OSRTC shall remain or become the property of OSRTC. The bidders are to treat all information as strictly confidential. OSRTC will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to OSRTC in relation to the Consultancy shall be the property of OSRTC.

# ANNEXURES

**Annexure I: Covering Letter (On the Letterhead of the applicant)**

Date:

**To,****The General Manager (Admin)****Odisha State Road Transport Corporation, Paribahan Bhavan,****Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha****Sub: Expression of Interest Proposal for Allotment of Advertising Rights on OSRTC Buses**

Dear Sir,

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 Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of \_\_\_\_\_ (Name of Applicant) for the captioned Project with the details as per the requirements of the EOI, for your evaluation. We confirm that our Proposal is valid for a period of 90 days from the last date of submission of proposal.

**We also hereby agree and undertake as under:**

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unconditional in all respects, and we agree to the terms and conditions of the Expression of Interest.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other applicant or other person(s) and not done any act, deed or thing which is or could be regarded as anti-competitive.

**Duly signed by the Authorized Signatory of the Applicant****Name:****Title:****Address of the Authorized Signatory:**

## Annexure II: Request for Clarification

The bidder requiring specific points of clarification may communicate with OSRTC during the specified period using the following format:

Bidder's Request for Clarification				
<<Name of Organization submitting query/ request for clarification>>				
<<Full address of the Organization including e-mail, phone, and fax for all points of contact>>				
Sl. No.	Eol Reference (Section No., Clause, Page No.)	Content of Eol	Clarification Sought	OSRTC Response (Space to be left blank by the Bidder)
1				
2				
3				



## Annexure III: Details of Bidder

- 1 Name
- 2 Country of Entity
- 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.
  - Name, Designation, Company, Address, Telephone Number, E-Mail Address, Fax Number
- 7 Particulars of the Authorized Signatory of the Bidder
  - Name, Designation, Company, Address, Telephone Number, E-Mail Address, Fax Number

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)

**Annexure IV: Power of Attorney (on Stamp paper)**

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 Proposal for pre-qualification and submission of our proposal for **Expression of Interest Proposal Allotment of Advertising Rights on OSRTC Buses** including but not limited to signing and submission of proposals, other documents and writings, participate in Pre- bid and other conferences and providing information /responses to OSRTC, representing us in all matters before OSRTC, signing and execution of all agreement and undertakings consequent to acceptance of EoI, generally dealing with OSRTC in all matters in connection with or relating to or arising out of our proposal for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with OSRTC.

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 [•], 2022

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 executants (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 Attorney for the delegation of power hereunder on behalf of the Bidder.*

## Annexure V: Non-blacklisting declaration

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 proposal).

We further confirm that we are aware that our proposal for the **Expression of Interest Proposal for Allotment of Advertising Rights on OSRTC Buses** would be liable for rejection in case any material misrepresentation is made or discovered about the requirements of this EoI at any stage of the bidding process or thereafter during the agreement period. Dated this .....  
Day of ..... 2022

\_\_\_\_\_  
Name of the bidder

\_\_\_\_\_  
Signature of the Authorized person

\_\_\_\_\_  
Name of the Authorized Person

### Annexure VI: Self-declaration for Non-Performance

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-compliance in any of our past projects.

Dated this ..... Day of ..... 2022.

\_\_\_\_\_  
Name of the bidder

\_\_\_\_\_  
Signature of the Authorized person

\_\_\_\_\_  
Name of the Authorized person

## Annexure VII: Technical Capacity of the Bidder

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

Date:

<b>Sr. No.</b>	<b>Contract placed by</b>	<b>Contract Date</b>	<b>No. of Buses Allotted</b>	<b>Contract Value</b>	<b>Purchase Order/ Letter of Award / Work Completion certificate)</b>
1	2	3	4	5	7

## Annexure VIII: Financial Capacity of the Bidder

### Format for CA Certificate

(The format should be certified by Chartered Accountant)

Year	Positive Net worth (in ₹)
2018-19	
2019-20	
2020-21	

Sl. No.	Financial Year	Annual Turnover in Outdoor Advertising Business
1	2018-19	
2	2019-20	
3	2020-21	

Name of Bidder's Bankers: \_\_\_\_\_

Address of Bidder's Bankers: \_\_\_\_\_

\_\_\_\_\_

#### Instructions

1. The Bidder should provide details of its own Financial Capacity specified in the EoI
2. 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).
3. 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).
4. The Bidder shall also provide the name and address of the Bankers to the Bidder.
5. 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 EoI document.
6. The Bidder shall also provide an Auditor's certificate specifying the annual turnover of the Bidder

Dated this .....day of 2022.

\_\_\_\_\_  
Name of the CA:

\_\_\_\_\_  
Signature of Certifying CA:





Annexure IX: Indicative Advertisement space on Bus

A/C Deluxe – 61 Nos.



**Hi-Tech(2X2) – 111 Nos.**



**Hi-Comf (3X2) – 98 Nos.**



LCV - 134 Nos.



### Annexure X: Area Wise Fleet Size and Indicative Advertisement area on Bus

Depots	Bus type	Qty	Left (Sq. Ft)	Right (Sq. Ft)	Back (Sq. Ft)
<b>ANGUL</b>		<b>18</b>	As Per Annexure (IX) 9 Photograph Bidder can display on buses		
	A/C DELUXE	1			
	HI-COMF	4			
	HI-TECH	8			
	LCV	5			
<b>BARAGARH</b>		<b>19</b>	As Per Annexure (IX) 9 attached Photograph Bidder can display on buses		
	A/C DELUXE	2			
	HI-COMF	6			
	HI-TECH	4			
	LCV	7			
<b>BERHAMPUR</b>		<b>23</b>	As Per Annexure (IX) 9 attached Photograph Bidder can display on buses		
	A/C DELUXE	3			
	HI-COMF	12			
	HI-TECH	8			
<b>BHABANIPATNA</b>		<b>24</b>	As Per Annexure (IX) 9 attached Photograph Bidder can display on buses		
	A/C DELUXE	4			
	HI-COMF	5			
	HI-TECH	12			
	LCV	3			
<b>BHANJANAGAR</b>		<b>16</b>	As Per Annexure (IX) 9 attached Photograph Bidder can display on buses		
	A/C DELUXE	1			
	HI-COMF	5			
	HI-TECH	8			
	LCV	2			

<b>BHUBANESWAR</b>		<b>25</b>	As Per Annexure (IX) 9 attached Photograph Bidder can display on buses
	A/C DELUXE	10	
	HI-COMF	6	
	HI-TECH	8	
	LCV	1	
<b>BOLANGIR</b>		<b>17</b>	As Per Annexure (IX) 9 attached Photograph Bidder can display on buses
	A/C DELUXE	5	
	HI-COMF	7	
	HI-TECH	5	
<b>CUTTACK</b>		<b>28</b>	As Per Annexure (IX) 9 attached Photograph Bidder can display on buses
	A/C DELUXE	9	
	HI-COMF	10	
	HI-TECH	6	
	LCV	3	
<b>DEOGARH</b>		<b>5</b>	As Per Annexure (IX) 9 attached Photograph Bidder can display on buses
	LCV	5	
<b>JEYPORE</b>		<b>50</b>	As Per Annexure (IX) 9 attached Photograph Bidder can display on buses
	HI-COMF	20	
	HI-TECH	13	
	LCV	17	
<b>KEONJHAR</b>		<b>17</b>	As Per Annexure (IX) 9 attached Photograph Bidder can display on buses
	A/C DELUXE	6	
	HI-COMF	4	
	HI-TECH	5	
	LCV	2	

<b>MALATIPATPUR</b>		<b>7</b>	As Per Annexure ( IX) 9 attached Photograph Bidder can display on buses
	A/C DELUXE	3	
	LCV	4	
<b>MALKANGIRI</b>		<b>13</b>	As Per Annexure ( IX) 9 attached Photograph Bidder can display on buses
	LCV	13	
<b>NABARANGPUR</b>		<b>9</b>	As Per Annexure ( IX) 9 attached Photograph Bidder can display on buses
	LCV	9	
<b>NUAPADA</b>		<b>9</b>	As Per Annexure ( IX) 9 attached Photograph Bidder can display on buses
	LCV	9	
<b>PADAMPUR</b>		<b>9</b>	As Per Annexure ( IX) 9 attached Photograph Bidder can display on buses
	HI-COMF	3	
	HI-TECH	4	
	LCV	2	
<b>PARALAKHEMUNDI</b>		<b>6</b>	As Per Annexure ( IX) 9 attached Photograph Bidder can display on buses
	LCV	6	
<b>PHULBANI</b>		<b>19</b>	As Per Annexure ( IX) 9 attached Photograph Bidder can display on buses
	A/C DELUXE	1	
	LCV	18	
<b>RAYAGADA</b>		<b>11</b>	As Per Annexure ( IX) 9 attached Photograph Bidder can display on buses
	LCV	11	
<b>ROURKELA</b>		<b>17</b>	As Per Annexure ( IX) 9 attached Photograph Bidder can display on buses
	A/C DELUXE	4	
	HI-COMF	1	
	HI-TECH	4	
	LCV	8	

<b>SAMBALPUR</b>		<b>28</b>	As Per Annexure ( IX) 9 attached Photograph Bidder can display on buses
	A/C DELUXE	8	
	HI-COMF	9	
	HI-TECH	9	
	LCV	2	
<b>SUNDARGARH</b>		<b>9</b>	As Per Annexure ( IX) 9 attached Photograph Bidder can display on buses
	A/C DELUXE	2	
	LCV	7	
<b>VIZIANAGARAM</b>		<b>25</b>	As Per Annexure ( IX) 9 attached Photograph Bidder can display on buses
	A/C DELUXE	2	
	HI-COMF	6	
	HI-TECH	17	
<b>Total</b>		<b>404</b>	



## Annexure XI: Financial Format (To be provided to empaneled agencies)

Annexure XII: Service Level Agreement / Contract (To be provided to successful bidder/s)