

ODISHA STATE ROAD TRANSPORT CORPORATION; BHUBANESWAR

No.9762/Estate-

Dt.7th September-2020

SHORT NOTICE INVITING TENDER

SELECTION OF ORGANISATION FOR THE ALLOTMENT OF ADVERTISEMENT SPACE ON REAR BODY PANEL OF OSRTC BUSES FOR A PERIOD OF ONE YEAR

OSRTC invites bid from interested Organizations for advertisement rights on rear body panel i.e 3'X4'=12 Sqft on selected OSRTC Buses of different Depot for a period of one year. Interested Organizations may refer the Short Tender document for details. The Tender document can be downloaded from: www.osrtc.in. Applicants are required to submit duly filled Proposal as per the prescribed formats on or before 16/09/2020 by 3:00 PM. The bids will be opened on the same day at 4:00 PM in OSRTC Conference Hall, Paribahan Bhawan, Bhubaneswar.

OSRTC reserves the right to extend the date, modify/change the terms and condition of tender notice as stipulated above and accept or reject any or all the tenders or finalize the same through negotiation without assigning any reason thereof.


General Manager (Admn.)
OSRTC

ODISHA STATE ROAD TRANSPORT CORPORATION

SHORT TENDER NOTIFICATION NO:-- 9762 /2020

**TENDER DOCUMENT FOR SELECTION OF ORGANISATION
FOR DISPLAY OF ADVERTISEMENTS ON REAR BODY PANEL
ON OSRTC BUSES FOR A PERIOD OF ONE YEAR**



PARIBAHAN BHAWAN ,SACHIVALAYA MARG BHUBANESWAR – 751009

TENDER DETAILS

1.	Department Name	ODISHA STATE ROAD TRANSPORT CORPORATION
2.	Corporate Office	OFFICE OF THE CMD, OSRTC, PARIBAHAN BHAWAN, SACHIVALAYA MARG, BHUBANESWAR -751009
3.	Tender Number	Notification No: /2020.
4.	Tender Subject	Appointment of Organization for display of advertisements on rear body panel on OSRTC buses.
5.	Period Of Contract	One year
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Open
8.	Tender document Fee	Rs 1180/- (One Thousand one hundred eighty only)
9.	Tender document Fee payable to	Rs.1180/- should make payment through Cash/Demand draft in favour of Accounts Officer, OSRTC. payable at Bhubaneswar
10.	Tender document downloading start date.	09.09.2020 at 11.00 A.M.
11.	Tender document downloading End date.	15.09.2020 at 05.00 P.M.
12.	Bids Submission Closing Date	16.09.2020 at 03.00 P.M.
13.	Bid Evaluation Date	16.09.2020 at 04.00 P.M.
14.	License fee enhancement during the contract period	10% enhancement during 2 nd year and 3 rd year over previous year license fee if extend.
15.	Security Deposit	6 months license fee shall be paid as security deposit in the form of Demand Draft drawn in favour of Accounts Officer, OSRTC payable at Bhubaneswar
16.	Submission of quotes	Organizations should quote license fee per bus per Month excluding taxes and levis.
17.	Contact Details regarding tender	0674-2530508
18.	Officer Inviting Bids	General Manager (A), OSRTC
19.	Contact Person	General Manager (A), OSRTC

20	Address/E-mail id	Paribahan Bhawan, Sachivalaya Marg,Bhubaneswar-751009 E-mail- osrtccorp@gmail.com
21	E.M.D	Rs.50,000/- should be submit through Demand draft in favour of Accounts Officer,OSRTC. payable at Bhubaneswar
22	Procedure to Offer Submission	Submission of bids can be made by post/courier/person or can be dropped in tender box kept at corporate office for this tender.
23		Tender Document: The Organizations are requested to obtain Tender Document from Corporate Office or can download the same and read all the terms and conditions mentioned in the Tender Document and seek clarification, if any, from the Tender Inviting Authority. The Organizations have to keep track of any changes by viewing the Addenda / Corrigenda issued by the Tender Inviting Authority from time-to-time, in the website i.e www.osrtc.in . The calling for Tenders shall not be responsible for any claims / problems arising out of this.

General Manager(Admn)
OSRTC

Details of Tender Notification No. 9762/2020.

- a) The tender is for selection of Organization for display of advertisements on selected OSRTC buses in different Depots for a period of one year.
- b) Details with regarding available of buses in each division and the space earmarked for display of ads on the buses is at Annexure-I.
- c) Tender documents can also be down loaded from the web site <http://www.osrtc.in>.
- d) Tender document application fee of Rs. 1180/- shall be paid along with Technical Bid through cash/Demand Draft in favour of Accounts Officer, OSRTC, Payable at Bhubaneswar.
- e) Earnest Money Deposit for Rs. 50,000/-(Fifty thousands) only.
- f) Organization shall quote per bus per month.**
- g) In the event of the date, specified for receipt and opening of tender, being declared as a holiday for OSRTC's office, the due date for submission of tenders and opening of tenders will be the following working day.
- h) Before submission of the tender, organizations are required to make themselves fully conversant with the eligibility, terms and conditions, so that no ambiguity arises at a later date in this respect.
- i) OSRTC reserves the right to accept any tender or reject/cancel any tender or all the tenders received in response to this tender notification at any stage without assigning any reasons whatsoever.

TERMS AND CONDITIONS OF THE SHORT TENDER NOTICE NO:-

1. All the bidders who have downloaded the Tender Document are requested to refer OSRTC website for all updates on the tender. No claims or compensation will be entertained on account of the Bidder having not read/noticed the updates, etc.
2. Bidders are required to carefully read the contents of this document and are expected to examine all instructions, forms, terms and conditions in the tender documents. Failure to furnish all the information required as per the tender document or submission of a tender not substantially responsive to the tender documents in every respect will be at the Bidder's risk and may result in rejection of the tender.
3. The tender must be submitted in the prescribed tender form along with requisite EMD in the technical bid.
4. The tender once submitted cannot be withdrawn. If a bidder withdraws his/her bid, in this case the EMD will be forfeited. Corporation shall not be responsible for the delay in finalizing the tenders for administrative reasons or for the reasons beyond its control.
5. The Bidders shall complete all the processes and steps required for Bid submission. Invalid bids are not made available to the Tender Inviting Authority for processing the bids.
6. Consortium are not allowed to participate in this tender process.
- 7. Any person/agency/organization, who/which was a agency to the Corporation in the past and was terminated due to default in payment or for any other reason and any existing agency who defaulted in payment of contract amount equivalent to 6 months and above in the present contract on the date of submission of this tender, is disqualified from participating in this tender.**

8. Earnest Money Deposit

The EMD will not carry any interest. The EMD of the unsuccessful bidders will be refunded only after finalization of tenders. The Corporation shall not be responsible for any delay in refund of EMD due to any reason in finalizing Tenders i.e., Administrative reasons.

9. The EMD of the bidder will be forfeited under the following circumstances.

- (a) When the EMD is not paid or less than what is stipulated in the tender.
- (b) When the EMD is paid through other means i.e., in a manner other than what is stipulated in the Tender Notification.

- (c) When Tender form with pre-conditions or additional conditions is submitted by the bidder.
- (e) When the tender is submitted for the business other than that notified in the tender Notification.
- (f) When the tender form is submitted by the bidder who attracts clause 6 above.
- (g) Incomplete tenders or tender not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.
- (h) When the successful bidder fails to pay the Security deposit for the contract which was allotted to him during tenders within 30 days and / or fails to furnish guaranteed deposit within 30 days from the date of issue of allotment letter for the contract.
- (i) When the successful bidder backs out from the contract, without carrying the business for the stipulated period, for whatsoever reason.
- (j) When the successful bidder fails to enter into an agreement with the Corporation within 30 days from the date of issue of allotment letter for the contract.

10. Submission of Tender:

Before submission of the tender, bidders are required to make themselves fully conversant with terms and conditions, so that no ambiguity arises at a later date in this respect.

11. Eligibility Criteria of the bidder:

- a) Legal Entity with proof for at least 03 years of existence as Manufacturer/FMCG Company etc.
 - b) Average Annual Turnover during the last three financial years ending on 31.03.2019 (as per the last published Balance sheets), should be at least ₹30 Crores
12. The tender should be submitted on behalf of a firm/company/organization only, no individual is allowed to participate. The name of the person representing the firm along with designation shall be mentioned in the tender form below the firm name. Also proof of authorization shall be enclosed.
13. The successful bidder shall submit documentary evidence such as Annual Turnover, PAN, GST registration, GST Clearance Certificate.
14. The tender document shall be filled in all respects and shall be signed by the Bidder.

The Bidders should ensure that their offer is submitted before closing date and time of tender.

15. By submitting the requisite EMD Bidder shall quote the contract amount per Bus per month (irrespective of the type of buses) payable to the Corporation.
16. The amount offered in the application is per bus per month for the contract period excluding the taxes and levies and any other charges as applicable from time to time.
17. The amount quoted/offered in the tender is license fee payable per month during 1st year only. On mutual consent the contract will be renewed, however the license fee will be enhanced by 10% over 1st year license fee during 2nd year and 10% over 2nd year license fee during 3rd year. The amount offered above will be the net amount payable to OSRTC. The amount quoted by the Bidder shall be entirely in Indian Rupees.

18. Opening and Evaluation:

- a) The Tenders will be opened in the Conference Hall of Corporate Office, Paribahan Bhawan at Bhubaneswar, as per the schedule indicated in the tender document.
- b) In the event of the date specified for opening of tender being declared as a holiday for OSRTC's office, the due date for submission of tenders and opening of tenders will be the following working day.
- c) The Tender Evaluation Committee constituted by the OSRTC shall verify and negotiate with the highest bidder. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- d) The tender must be unconditional. Conditional offers will be summarily rejected. The tender shall be quoted by the Bidder entirely in Indian Rupees.
- e) Any approach from the tender representative or his Agency trying to influence the decision on the tender, officially or otherwise, shall render the tender liable to be summarily rejected duly forfeiting EMD. The tender committee has been empowered to take the final decision regarding the tender.

19. Allotment of contract

- a) As per the recommendations of the Committee, the contract will be allotted to the successful bidder. The successful bidder shall enter into agreement within 30 days from the date of issue of allotment letter for the contract.

- b) Agreement period will commence from 31st day of issue of allotment orders for the contract, whichever is earlier.

20. Termination of tender process

- a) OSRTC may terminate the tender process at any time and without assigning any reason. OSRTC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) The Chairman-cum-Managing Director, OSRTC reserves the right to accept, reject or modify any or all tenders without assigning any reasons thereof. The bidder shall have no cause of action or claim against OSRTC for rejection of his / her tender.

GENERAL CONDITIONS OF THE CONTRACT

Nature of Business:

1. The Organization shall display advertisements only on the space earmarked on back panel of the buses.
 - Good/International quality Vinyl sticker only should be used for display of Advt. on back side of Bus body panels. The aesthetic look of the buses should not be spoiled even while the advertisement is on or when it is removed.
 - Space shall be left for OSRTC monograms on body panel, brake lights, indicator lights and number plates, *Retro - Reflective Conspicuity Marking Tapes of 50 mm wide on three sides of the bus body below window rail (total length of bus body).*
 - The material used for display / branding of advertisement should be of International standard (no advertisement is permitted on front side).
2. No painting is allowed on the panels of buses. The aesthetic look of the buses should not be spoiled even while the advertisement is on or when it is removed. Even advertisements are removed; the paint on buses should be intact. The Agency shall ensure that all norms of decency and social ethics are practiced for displaying the advertisement content.
3. **Corporation reserves the right to display advertisements of its choice, on rest of the buses and the selected organization shall not have any objection nor shall claim any advertisement revenue thereof. The corporation is at his liberty to display advertisements of its own or advertisements of Government Departments/Govt. sponsored advertisements/Private Advertisements etc.**
4. The bidders may inspect the buses physically either on road or at Bus depots to have a clear idea before submitting their tender.
5. **Period of Contract:**

The period of contract is for 1 (one) year and it may be extended on successful performance by the organization.
6. **Agreement:**
 - a) The contract period commences from 31st day of the date of issue of allotment letter of the contract.

- b) The successful bidder shall enter into an agreement with the Corporation duly paying applicable stamp duty within 30 days from the date of issue of allotment letter for the contract.
- c) Failure to pay security deposit and / or to furnish guaranteed deposit / enter into an agreement within the stipulated period shall render cancellation of allotment of contract and the EMD / security deposit and guaranteed deposit paid shall be liable for forfeiture.

7. Payment of license fee and Taxes / Levies

- The amount as agreed to pay as license fee to the Corporation to be paid quarterly **in advance including GST**, on or before 10th day of the month to the General Manager (A), OSRTC, through demand draft obtained in favor of Accounts Officer ,OSRTC.
- The agency shall pay license fee to the Corporation without deducting TDS and any other taxes, as OSRTC is exempted from TDS.
- The Agency shall pay GST / Levies to the Corporation (at the rate as fixed by the Government from time to time), on the contract amount payable to the Corporation, in addition to payment of contract amount as agreed to be paid to the Corporation.

8. Penalty clause

If the Advertising agency is found displaying advertisements unauthorizedly or commits any breach of Terms and Conditions of the agreement, the General Manager (A),OSRTC can issue notice to the agency to rectify the same within a specific period and if the agency fails to do so, the General Manager (A) ,OSRTC can impose a penalty up to a maximum of Rs.10,000/- (Rupees ten thousand only)per bus on each occasion, besides taking other action as deemed fit and proper.

Terms of Reference-Back Panel Vinyl Wrap

- From the issuance of a Co-Branding rights to Proceed by OSRTC, the agency shall have exclusive rights to place approved exterior bus advertising on the back panel of fixed-route fleet of selected buses subject to the terms and conditions set forth by OSRTC.
- OSRTC reserves the right to use any unsold exterior bus side or back advertising space for its exclusive use for any advertising or promotion or purpose it deems to be in the interests of OSRTC.
- The agency shall comply with generally accepted industry principles with respect to good taste and all applicable laws and regulations including but not limited to truth in advertising, copyrights, and trademarks. Additionally, the Contractor shall deploy work force capable of insuring proper installation, maintenance, and removal of advertising displays.
- The agency shall Remove unapproved, damaged or defaced vinyl's within 24 hours of notice given by OSRTC. Remove all dated advertising materials within five (5) calendar days from its expiration date. Dated Materials refers to advertising materials that are relevant to a specific time period or relevant to an event that has been completed.
- Advertising will be permitted on exterior back panel of fixed route buses as well as wraps. Prior to the initial installation of vinyl advertisements, OSRTC will approve the exact location for placement of an advertisement, on non-permanent adhesive vinyl material, on selected OSRTC fleet. These locations will become the standard locations for placement of ads on buses through the term of the agreement.
- Material and Appearance of Advertisement: OSRTC requires that all exterior advertising installed as part of the proposal be of the non-permanent adhesive vinyl type, "direct application." The agency shall assure that all exterior advertisements are manufactured, installed, and removed in accordance with current industry standards. Additionally, each ad
 - a. shall be free from wrinkles, blisters or similar defects
 - b. shall be "squared" to the vehicle contour lines; and
 - c. shall present a sharp and clear appearance.
 - d. In no case shall the dimensions of any exterior advertising material exceed dimensions that interfere with safe bus operation.
 - e. OSRTC shall be the sole judge of such matters of safety, convenience, appearance, and the number and location of vinyl's on any bus.

- f. Once a vinyl is applied to the side of a vehicle, a vinyl advertisement in good repair of the same size must always be displayed in the same location.
- g. No "layering" of vinyl advertisements is permitted; the previous vinyl must be removed before application of a new vinyl. Additionally, agency shall not allow any one exterior ad to remain adhered to any vehicle in excess of six (6) months.
- **Restoration of Bus Panel:** Upon removal of vinyl advertisement, agency will be responsible for the cost of restoring the exterior surface of the bus covered by the vinyl advertisements to the condition of the surrounding exterior surface of the bus. The adhesive used to apply the vinyl type advertisement shall not cause damage to vehicles, their paint schemes or exterior surface. The agency will be notified of any such damage and OSRTC will not proceed with repair for 72 hours after notification to the agency to enable the agency time to inspect the damage if so desired. The agency shall be required to reimburse OSRTC for the full cost to repair any damage to OSRTC's buses resulting from application or removal of the vinyl advertisement or any other activities of the agency.
- The Contractor shall be solely responsible to keep and maintain all the vinyl's placed on OSRTC buses in good condition and will bear the full cost of any and all maintenance and repair of the vinyls.
- No vinyl will be allowed to interfere with any safety devices, lights, signals, or distinctive logos. This includes, but is not limited to, reflective materials, side directional lights, side reflectors and other features. In addition, vinyls cannot interfere with the normal utilization of doors, vents, glazing, and other equipment installed in the vehicles that may require regular preventive maintenance.
- **Payment of License fees and other Tax.**
 - i. The License fee shall be charged as per the financial proposal submitted by the agency and shall be paid to OSRTC in advance on quarterly basis.
 - ii. Six Month License fee shall be submitted to OSRTC as performance security in the form of Bank Guarantee valid for a period of 27 months from the date of license agreement, issued from any Scheduled Commercial Bank having branch in India.
 - iii. The applicable Goods and Service Tax (GST), Advertisement Tax, Entertainment Tax etc. or any other taxes as applicable shall also be payable extra as made applicable from time to time.

To

The General Manager (A),
O. S. R. T. C.,
Bhubaneswar

Sir,

Sub :- Submission of Short Tender for appointment of Organization for display of advertisements on buses for a period of one year –Reg.

Ref: Short Tender Notification No _____/2020 Dtd. _____ .

I/We hereby submit tender for appointment as Co-branding organization for display of advertisements on back panel of selected OSRTC buses. After carefully going through the terms and conditions and other rules stipulated by the Corporation, which are made available to me/us, along with the tender form.

Encl: Tender form

Place:

Yours faithfully,

Date:

(Signature of The Bidder)

With seal

ANNEXURE – I: Technical Bid application form

To,

The General Manager (A),
O. S. R. T. C.

Paribahan Bhawan, Sachvalaya Marg, Bhubaneswar-751009

Sir,

Sub: **Submission of Technical Bid Application form for evaluation of the offer submitted for appointment of Co-branding organization for display of advertisements on selected buses of OSRTC for a period of one year –Reg.**

- 1) Name of the Bidder (In capital letters) :
- 2) Status (Firm/Company/Others)with details and proof there of
- 3) Address for correspondence:
- 4) Permanent residential address :
- 5) Telephone No./Mobile No. :
- 6) Email/Website address:
- 7) Tender document fee: Rs.1180/-
D.D/Receipts No: &Date.
Name of the bank & Branch :
(D.D/Receipt shall be enclosed)
- 8) Earnest Money Deposit : Rs 50,000/- (Rupees Fifty thousand) only.
 - a) D.D No.& Date :
 - b) Bank particulars :
 - a) Annual turnover of Business in crore:

(Signature of The Bidder)

With seal

DECLARATION

- a. I/We hereby submit the latest certified copy of Income Tax returns filed as Income Tax proof.
- b. I/We have carefully read the terms and conditions of the tender document and I/We hereby submit our offer (excluding taxes/ levis) as detailed in Financial Bid form.
- c. It is hereby to confirm that I/We are entitled to act on behalf of our company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.
- d. I/we hereby agree to be appointed as advertising agency for display of advertisements on buses of OSRTC for a period of One year.
- e. I/we have carefully read and understood the terms and conditions of the tender and of the contract and hereby confirm my/our acceptance to the Terms and Conditions stipulated. In the event of my/our failure to abide by any of the Terms and Conditions, the EMD amount paid by me/us is liable for forfeiture.

Date:

(Signature of the bidder)
along with seal/stamp

ANNEXURE – II: Financial Bid

N.B: To be submit in a separate envelop & super scribed as a Financial Bid For

Name of the firm :-

Appointment of Co-branding organization for display of advertisements on selected buses of OSRTC for a period of one year

To,
The General Manager (A),
O. S. R. T. C.
Paribahan Bhawan, Sachivalaya Marg,
Bhubaneswar-751009

Sir,

Sub: Submission of Financial Bid Application form for appointment of Agency for display of advertisements on buses of OSRTC for a period One year Reg.

- 1) Name of the Bidder/Firm (In capital letters) :
- 2) Telephone No./Mobile No.
- 3) Email/Website address :

I/We have carefully read the terms and conditions of the tender document and I/We hereby submit our offer (excluding taxes/ levis/GST etc.) as detailed below:

AMOUNT OFFERED PER BUS PER MONTH FOR REAR BODY PANEL ADVERTISEMENT ON SELECTED BUSES.	
In figures	In Words
Rs	

Date:

(Signature of the bidder)
along with seal/stamp