

REQUEST FOR PROPOSAL (RFP)

Selection of Advertising Agency for allotment of
Advertisement Space rights on City Bus
Stops of Western Odisha Urban Transport
Services Limited (WOUTSL)
in Sambalpur, Bargarh and Jharsuguda
Urban Cluster

April,2023

WESTERN ODISHA URBAN TRANSPORT SERVICE LIMITED
Regd. Office: Plot No.214, Ring Road, SMC Complex, Durgapali
(Near NH-53) , Sambalpur, Odisha-768006
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CIN:U60221OR2013PLC017182

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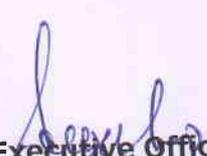
RFP No. - 143/WOUTSL

Date: 03.04.2023

Request for Proposal for Selection of Advertising Agency for allotment of Advertisement Space rights on City Bus Stops of Western Odisha Urban Transport Services Limited in Sambalpur, Bargarh and Jharsuguda Urban Cluster.

Western Odisha Urban Transport Services Limited (WOUTSL) invites bids from interested Advertising agencies for allotment of advertisement rights on the City Bus Stops of WOUTSL. Please refer the RFP document for details. The RFP document can be downloaded from: www.sambalpur.nic.in/smcsambalpur.nic.in. Applicants are required to submit duly filled Proposal as per the prescribed formats on or before 10.05.2023 by 12:00 Noon. The technical bids will be opened on 10.05.2023 at 01:00 PM in the Office Chamber of Commissioner, SMC-cum-CEO, WOUTSL.

WOUTSL reserves the right to accept or reject bid process without assigning any reasons thereof.


Chief Executive Officer
Western Odisha Urban Transport Services Limited

DISCLAIMER

Western Odisha Urban Transport Services Limited (WOUTSL) expresses its desire to engage an Advertisement organization/agency for allotment of advertisement rights in city bus stops of WOUTSL on such terms and conditions as set forth in this RFP or that may subsequently be provided to bidder(s) in documentary form by or on behalf of the Regulator. Western Odisha Urban Transport Services Limited (WOUTSL), individually or collectively for the purpose of this RFP is hereinafter referred to as the "Regulator".

It is hereby clarified that this RFP is not an agreement and the purpose of this RFP is to provide the bidder(s) with information to assist them in the formulation of their proposals. Bidders should carefully examine and analyse the RFP and to carry out its own investigation with respect to all matters related to the RFP , seek professional advice on technical, financial, legal, and regulatory and taxation matters and satisfy itself of consequences of entering into any agreement and / or arrangement relating to the RFP . The Regulator makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP.

TABLE OF CONTENTS

DISCLAIMER

TABLE OF CONTENT

CHAPTER 1. ABOUT THE PROJECT.....	1
1.1 BACKGROUND	1
1.2 OBJECTIVE.....	1
CHAPTER 2. INSTRUCTIONS TO BIDDERS.....	3
2.1 SCHEDULE OF BID PROCESS.....	3
2.2 INSTRUCTION FOR BID SUBMISSION.....	3
2.2.1 ELIGIBILITY CRITERIA	3
2.2.2 COST OF RFP DOCUMENT	3
2.2.3 EARNEST MONEY DEPOSIT (EMD).....	4
2.2.4 PERFORMANCE GUARANTEE	4
2.2.5 DOCUMENTS NEEDS TO BE SUBMITTED WITH TECHNICAL BID	4
2.2.6 DOCUMENTS NEEDS TO BE SUBMITTED WITH FINANCIAL BID	5
2.3 TERMS & CONDITIONS AND IMPORTANT INSTRUCTIONS.....	6
2.3.1 ROLES AND RESPONSIBILITIES	6
2.3.2 RESPONSIBILITY OF BIDDER BEFORE SUBMITTING BID	7
2.3.3 PENAL ACTION.....	8
DETAILS OF ADVERTISEMENT SPACE:	8
2.3.4 PREMATURE CLOSURE OF CONTRACT:.....	8
CHAPTER 3. BID SUBMISSION PROCEDURE.....	9
3.1 VALID BID DOCUMENT	9
3.2 ENVELOPES	9
3.3 SUBMISSION PROCEDURE	9
3.4 REJECTION OF BIDS.....	10
3.5 PRE-BID MEETING.....	11
CHAPTER 4. EVALUATION OF BID	12
4.1 SELECTION OF SUCCESSFUL BIDDER	12

CHAPTER 5. POST SELECTION ENGAGEMENT13

5.1	GESTATION PERIOD	13
5.2	CONDITIONS PRECEDENT	13
5.3	CONTRACT PERIOD	13
5.4	WORK ORDER	13
5.5	AGREEMENT.....	14
5.6	AGREEMENT TO BE EXECUTED	14
5.7	EXCLUSIVITY	14
5.8	FORCE MAJURE	14
5.9	BREACH OF AGREEMENT AND ITS RESTORATION.....	15
5.10	BLACKLISTING AND CANCELLATION	15
5.11	DISPUTES	15
5.12	INTERPRETATION	15
5.13	SURRENDER.....	15
5.14	UNDERTAKING / AFFIDAVIT	16
5.15	PAYMENT OF TAXES	16

CHAPTER 6. ANNEXURES.....17

6.1	ANNEXURE 1: COVER PAGE	17
6.2	ANNEXURE 2: FORMAT OF PROJECT DATA SHEET	19
6.3	ANNEXURE 3: FORMAT OF FINANCIAL BID	20
6.4	ANNEXURE 4: AFFIDAVIT.....	21
6.5	ANNEXURE 5: DETAILS OF ADVERTISEMENT SPACE	2

CHAPTER 1. ABOUT THE PROJECT

1.1 BACKGROUND

Western Odisha Urban Transport Service Ltd. (WOUTSL) is a Special Purpose Vehicle set up vide Notification No.16525/HUD dtd.13.05.2013 & subsequently restructured vide Notification No.26494/HUD dtd.08.0.20210 of Govt. of Odisha in Housing & Urban Development Deptt to oversee the operation of City Bus Services in Sambalpur-Bargarh-Jharsuguda urban cluster. The SPV was incorporated under the erstwhile Companies Act,1956 on dtd.26th July,2013 having Corporate Identity Number (CIN)-U60221OR2013PLC017182.

The SPV Company is formed with equity participation of Sambalpur Municipal Corporation (40% Shareholding), Sambalpur Development Authority (27% Shareholding), Jharsuguda Municipality (16.5% Shareholding) and Bargarh Municipality (16.5% Shareholding). There are 15 Directors of the SPV. The authorised and paid-up Share capital of the SPV is Rs.1,50,00,000/- (Rupees One Crore and Fifty Lakh) consisting of 15,00,000 equity shares of Rs.10/- each.

The Operational part of the city buses has been outsourced to M/s Paschim Odisha Paribahan Co. (POPCO), Sambalpur through Public Private Partnership (PPP) mode. At present, the SPV has a fleet strength of 44 city Buses.

Table 1: Details of Bus Stop Space Area

SL No	Particulars of Space Area in Bus Stop	Advertisement Space in square ft. per Bus Stop
1	Lower Main Area	10' x 4'=40'
2	Upper Front Side Area	19' x 3'=57'
3	Upper Left Side Area	6' x 3'=18'
4	Upper Right Side Area	6' x 3'=18'
Total Area per Bus Stop		133'

1.2 OBJECTIVE

WOUTSL invites bids from eligible bidders who meet the eligibility criteria for selection of Advertising agency at the specified places on City Bus Stops, only at the outside portion. The company is inviting reputed and established advertising agencies/companies to manage advertising space rights in the 22 City Bus Stops in Sambalpur ,Bargarh and Jharsuguda urban cluster and out of 22 City Bus Stops, 2 bus stops are under construction in Bargarh Municipality area. The revenue generated through advertising will go to the advertisement firm and the advertisement firm would have to pay a fixed amount to WOUTSL in the form of an authorization fees for the use

of the advertising space. The fees as agreed is to be paid to WOUTSL independent of the quantum of the revenue generated/earned by the Advertising firm through the commercial use of the space.

Table 1: Name of the Location of Bus Stops

Sl. No.	Name of location
1	Durgapali Chowk, Sambalpur
2	Remed Chowk, Sambalpur
3	Budharaja (In front of LIC Office),Sambalpur
4	Charvati Chowk, Sambalpur
5	Bhutapada Chowk, Sambalpur
6	Ainthapali, Jharsuguda Road, Sambalpur
7	Planetarium Chowk, Burla, Sambalpur
8	P.G. Chowk, Burla, Sambalpur
9	VSSUT, Burla, Sambalpur
10	Jyoti Vihar, Burla, Sambalpur
11	Durga Mandir Chowk, Hiraakud, Sambalpur
12	PC Bridge, Burla, Sambalpur
13	Hiraakud Railway Station, Burla, Sambalpur
14	Store Chowk , Hiraakud, Sambalpur
15	Nua Zamada Chowk, Hiraakud
16	Puti Bandh, Sambalpur
17	Bhalupali Chowk, Sambalpur
18	Zilla School Chowk, Sambalpur
19	BTM Chowk, Jharsuguda
20	BTM Chowk, Jharsuguda

CHAPTER 2. INSTRUCTIONS TO BIDDERS

2.1 SCHEDULE OF BID PROCESS

Table 2

Particulars	Time & Date
Publication of Advertisement and RFP documents	05.04.2023
Last date of receiving queries	04.05.2023 till 12.30 PM
Pre-Bid Meeting	08.05.2023 at 12:30 PM in office Chamber of Commissioner, SMC-cum-CEO, WOUTSL
Last date of Submission of bid	10.05.2023 by 12:00 Noon
Date of opening of Technical Bid	10.05.2023 at 01:00 PM in Office Chamber of Commissioner, SMC-cum-CEO, WOUTSL
Date of opening of Financial bid	To be intimated later on

2.2 INSTRUCTION FOR BID SUBMISSION

2.2.1 Eligibility Criteria

The bidding criteria for this assignment are:

- a. Any Proprietorship Firm, Partnership Firm, Registered Society/Registered Co-operative Society, Public Limited Company or Private Limited Company registered under relevant Act/s and dealing with advertising, shall be eligible to participate in the bidding process for the allotment of advertisement spaces in the City Bus Stops in Samablpur, Bargarh and Jharsuguda urban cluster as per terms & conditions of this tender document.
- b. The bidder must have average annual turnover of INR 5,00,000/- (Rupees Five Lakhs only) for last consecutive three financial years ending 31st March 2023. However, bidder should have minimum turnover of INR 5,00,000/- (Rupees Five Lakhs only) during the financial year 2022-23.
- c. The prospective bidder intending to apply has to submit a single bid for **all the City Bus Stops** in Samablpur, Bargarh and Jharsuguda urban cluster.
- d. The bidder should have experience in Advertisement Business and having registered under GST.
- e. Single Bid should be submitted quoting the rate /offer for per sq ft. per year for the given advertising space.

2.2.2 Cost of RFP Document

The complete RFP document can be downloaded from the website: www.sambalpur.nic.in/smcsambalpur.nic.in for which the requisite Fee of **INR 2000/- (Rupees Two Thousand only) plus applicable GST**, shall be deposited by way of an account payee Demand Draft from any scheduled commercial bank drawn in favour of **Chief Executive Officer, WOUTSL** payable at **Sambalpur** to be submitted

along with the Bid application. Any bid without the fee of RFP document shall be summarily rejected.

2.2.3 Earnest Money Deposit (EMD)

2.2.3.1 Earnest Money Deposit (EMD) of **INR 1,00,000/- (Rupees One Lakh only)** in shape of Demand Draft (DD) from any scheduled commercial bank drawn in favour of **Chief Executive Officer, WOUTSL** payable at **Sambalpur** is to be furnished by the bidder along with the Technical Bid.

2.2.3.2 Bid without the requisite EMD shall be treated as non-responsive and rejected. No exemption from submission of EMD is allowed. No adjustment of EMD with respect to other works, If any, previously lying in WOUTSL, Sambalpur is allowed.

2.2.3.3 The EMD of the successful bidder shall be returned after the Bidder furnishes the Performance guarantee and executes the contract.

2.2.3.4 Unsuccessful bidder's EMD will be returned within 30 days from the date of execution of the agreement between WOUTSL and the successful firm. No interest will be paid on EMD. The EMD may be forfeited:

- a. if the Bidder withdraws its Bid during the period of validity of the Bid.
- b. if the Bidder does not respond to request for clarification on its Bid.
- c. if the Bidder fails to provide required information during the evaluation process.
- d. in case of a successful Bidder, if the Bidder fails to sign the agreement.

2.2.4 Performance Guarantee

During initiation of the contract agreement the selected Bidder shall deposit a Demand Draft from any scheduled commercial bank drawn in favour of **Chief Executive Officer, WOUTSL** payable at **Sambalpur** for an amount equivalent to total monthly advertisement fee of contract (as quoted by the bidder). This shall be kept as security deposit and shall be refunded to the Bidder after successful completion of contract agreement period, without any interest on it.

2.2.5 Documents needs to be submitted with Technical Bid

A Bidder shall be required to submit the following certificates/undertakings and documents in their Technical Bid.

- i. Bid Application in Format given at ANNEXURE- 1
- ii. Information of Bidder as per ANNEXURE- 2
- iii. No Dues Certificates (for the current dues up to date and previous dues, if any) issued by Branch Officer of concerned section of Sambalpur Municipal Corporation, Bargarh

Municipality and Jharsuguda Municipality. [In case the bidder has already done any advertisement business in any area or site under the jurisdiction of Sambalpur Municipal Corporation, Bargarh Municipality and Jharsuguda Municipality.]

- iv. An undertaking by way of affidavit (on Non-judicial Stamp Paper of INR 100/-) duly notarized to the effect as per ANNEXURE-4
- v. A copy of PAN Card(s);
- vi. A copy of GSTIN.
- vii. Demand Draft of an amount, as mentioned in clause 2.2.3, as Earnest Money Deposit (EMD) from any Nationalized Bank in favour of **Chief Executive Officer, WOUTSL payable at Sambalpur.**
- viii. Fee of **INR 2000/- (Rupees Two Thousand only) plus applicable GST**, as RFP document cost by way of Demand Draft drawn in favour of **Chief Executive Officer, WOUTSL payable at Sambalpur.**
- ix. Technical Bid should be submitted in the prescribed format & should be kept in separate sealed cover super scribing thereon,

'Part I – Technical Bid'

"Technical Bid for Selection of Advertisement Agency for allotment of advertisement space rights on City Bus Stops of Western Odisha Urban Transport Services Limited in Sambalpur, Bargarh and Jharsuguda urban cluster".

2.2.6 Documents needs to be submitted with Financial Bid

- i. Financial Quote for the advertisement for all bus stops shall be in the Format given at **ANNEXURE–3.**
- ii. Financial bid to be submitted in format required for financial proposal & should be kept in separate sealed cover super scribing thereon,

'Part II – Financial Bid'

"Financial Bid for Selection of Advertisement Agency for Allotment of advertisement space rights on City Bus Stops of Western Odisha Urban Transport Services Limited in Sambalpur, Bargarh and Jharsuguda urban cluster".

- iii. Any Bid not accompanied with any of the above mentioned documents / information / certificates, is liable to be rejected.

- iv. Any advertiser, who has not cleared past dues, if any, of Sambalpur Municipal Corporation, Bargarh Municipality and Jharsuguda Municipality shall not be eligible to apply against this tender and if they submit the bid then it shall be rejected summarily. No Due Certificates obtained from relevant section of Sambalpur Municipal Corporation, Bargarh Municipality and Jharsuguda Municipality will be verified to validate this.

2.2.7 Other submission Requirement

- i. Both the Technical and Financial bids shall then be placed in a single outer sealed envelope clearly super scribing thereon ,

“Proposal for Selection of Advertisement Agency for Allotment of advertisement space rights on City Bus Stops of Western Odisha Urban Transport Services Limited in Sambalpur, Bargarh and Jharsuguda urban cluster”.

- ii. The inner & outer envelope shall be addressed to WOUTSL, Sambalpur at the following address:

Chief Executive Officer,

Western Odisha Urban Transport Services Ltd.

Plot No.214, Ring Road, SMC Complex, Durgapali(Near NH-53) ,

Sambalpur, Odisha-768006

2.3 TERMS & CONDITIONS AND IMPORTANT INSTRUCTIONS

2.3.1 Roles and Responsibilities

Supporting infrastructure to be provided to the selected Bidder by WOUTSL: The WOUTSL shall provide following support to help in execution of the contract. This shall include but not limited to the following:

- i. **Providing Assistance in accessing the advertisement area:** WOUTSL shall provide possible assistance in accessing the advertisement area on the bus stops to the advertiser.
The advertisement area in the bus stops shall be given to H1 Bidder on 'as is where is' basis.
- ii. **Authorization Certificate:** WOUTSL shall issue an authorization letter to the advertiser authorizing him to operate the advertisement in the bus stops on behalf of WOUTSL.
- iii. **The Advertiser shall be responsible for damage caused to the public/property during display of Advertisement:** WOUTSL shall not be responsible or liable or made a party to any damages or accidents which may cause/happen during the display of Advertisement. The Advertiser shall be liable and responsible for any loss of life and / or physical harm/ any other loss to the public or any other agency including

Government on account of negligence on the part of Advertiser in maintaining the advertising space.

- iv. **The Advertiser to intimate change of address:** The Advertiser shall keep WOUTSL informed of change in his address, change in constitution etc. The intimation of change of address shall be given to WOUTSL for necessary amendments in the agreement. Otherwise a communication sent at the address given to the WOUTSL shall be deemed to have been received by the Advertiser.
- v. **No subletting of advertisement rights:** No subletting or its assign of the advertising right in the bus stops is permissible. The Advertiser shall manage the advertisement space on the bus stops by himself/herself/itself or through his/her/its employees but shall not be allowed to sublet the Advertising space to any other person/agency/firm. If at any point of time it is found that the advertising space has been sub-let to other agency, the license as well as current contract shall be liable for cancellation with the approval of competent authority.
- vi. **Co-ordination Meeting:** Monthly co-ordination meeting will be conducted at the level of nodal officer to facilitate the advertiser for smooth display of advertisement. The nodal officer is to ensure eviction drive for removal of un-authorized display in each month. WOUTSL will co-operate with the advertiser in clearing the obstruction for clear visibility of advertisement displays wherever and whenever required.
- vii. The Chief Executive Officer, WOUTSL shall extend all co-operations in resolving the problems faced by the advertiser as regard to advertisement in WOUTSL bus stops within the operating area.

2.3.2 Responsibility of bidder before submitting Bid

- i. The Bidder shall inspect advertisement spaces on all the bus stops which will be given on and may obtain necessary clarification, if any, regarding the same to his full satisfaction before offering the bid for the same. The bidder shall acquaint himself/herself/itself of all the conditions and the advertisement spaces condition.
- ii. The Bidder should bid the amount by considering its entire revenue potential. WOUTSL will not be responsible for any decline in the revenue at the bus stops advertisement for any reason whatsoever. Any claim for remission on the basis of harm to business interest on extraneous / unforeseen conditions / reasons whatsoever shall be summarily rejected by the WOUTSL without any kind of response to the licensee & the licensee shall not be entitled to make any claim / remission on that account.
- iii. Each Bidder must conduct survey of the existing processes and make independent evaluation of the scope of work. No bidder can hold the WOUTSL responsible for non understanding of the scope of work. Bidders are free to visit the aforesaid bus stops for advertisement to understand the advertisement space availability.

2.3.3 Penal Action

- 2.3.3.1 The Advertiser shall have to abide by all the relevant existing/future regulations made by WOUTSL. WOUTSL shall have the right to debar the selected agency and/or suspend business with him for any period and/or terminate the agreement and/or black-list him and/or impose penalty for violation, after issue of show cause notice. The decision of the WOUTSL shall be final and binding to all.
- 2.3.3.2 The Advertiser shall be bound by the clauses mentioned in the contract agreement for the entire period of contract or till the time competent authority allows specific performance, even if he fails to get Sambalpur Municipal Corporation registration renewed on time.
- 2.3.3.3 Violation in this regard means:
- i. Any of the violation of guidelines of Registration/Renewal.
 - ii. Any of the violation of terms and conditions of contract agreement.
 - iii. Any of the violation of contract agreement/affidavit & other declarations made by the selected agency.
 - iv. Non-compliance or defiance of the directions/orders of the competent authority.
 - v. Any other violation which the competent authority may decide from time to time.
- 2.3.3.4 The violations will be recorded in the respective contract files/ there. The selected agency shall be given seven days to remove the violations from the date of issue of the show cause notice in this regard and he shall have to submit a written compliance report of rectification as well as to pay the penalty fixed by the competent authority.
- 2.3.3.5 WOUTSL shall reserve the right to carry out day to day inspections by any official of the WOUTSL or any other person/agency authorized in this regard and on the basis of inspection report submitted to the competent authority the decision of competent authority on fixing and levying penalty shall be final and binding on the Advertising agency.

Details of Advertisement Space:

Details of advertisement spaces are shown in the pictures, specified in ANNEXURE – 5.

2.3.4 Premature closure of contract:

In case of implementation of any new comprehensive advertisement policy for Sambalpur, Bargarh and Jharsuguda or any direction by Court of law or bus stops advertisement being required by Government / Corporation, WOUTSL retains the right to cancel the agreement of advertisement contracts by giving one month's notice in writing and the concerned agency will not be allowed any extension on any ground whatsoever. Any loss of revenue to the advertising agency on above conditions shall not be borne by WOUTSL.

CHAPTER 3. BID SUBMISSION PROCEDURE

3.1 VALID BID DOCUMENT

Only those bids which are submitted along with the prescribed EMD and RFP document cost shall be considered for the technical evaluation process.

3.2 ENVELOPES

Bids shall be deposited in a sealed cover super scribed by "**Proposal for selection of advertisement agency for allotment of advertisement space rights on City Bus Stops of Western Odisha Urban Transport Services Limited in Sambalpur, Bargarh and Jharsuguda urban cluster**", containing two sealed envelopes, one for "Technical Bid"; second for 'Financial Bid', duly super scribed thereon – Tender Name, Qualification bid/ Financial Bid & Opening Date and name / address of the bidder to ensure that the documents are returned at correct addresses for unsuccessful bids.

3.3 SUBMISSION PROCEDURE

- a. The duly filled bid should be sent by registered post/courier/speed post (which shall be valid only if received on or before the due date). In case any holiday is declared on the due date, then due date will be next working day on same time and venue.
- b. Hand deliveries /Telegraphic / fax/ e-mail bid will not be allowed and subject to cancellation.
- c. Bidding form should be clearly filled in ink/duly typed giving full name and address of the party and in English Language only. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English.
- d. The Bid (Both Technical and Financial) shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for Qualification, Technical and Financial Bids should respectively be in the prescribed formats as given in the annexures to this RFP.
- e. The document (all pages) must be initialed by an authorized signatory of the bidder.
- f. The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the tender in his own interest. Failure to furnish all the necessary information as required or submission of a bid not substantially responsive to all the requirements of the bidding shall be at Bidder's own risk and may be liable for rejection.

- g. No bidder is allowed to modify, substitute, or withdraw the bid after its submission.
- h. Bidders shall submit their bids at the given address on or before the last date and time for receipt of bid mentioned in the RFP documents

3.4 REJECTION OF BIDS

That the WOUTSL reserves the right to reject any / all bids without assigning any reason thereof and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision. The WOUTSL may at its sole discretion and at any time during the evaluation of bid, disqualify any Bidder on any of the following grounds:

- a. Made misleading or false representations in the tender document submitted by him in the bid.
- b. Has any pending due with WOUTSL/Sambalpur Municipal Corporation/Bargarh Municipality/Jharsuguda Municipality.
- c. Any Bidder who has been blacklisted by Sambalpur Municipal Corporation/Bargarh Municipality/Jharsuguda Municipality /WOUTSL/other Govt. Agencies due to any reason.
- d. Any Bidder who is found to have any interest in the disqualified/blacklisted agency / person / company.
- e. Tries to influence the bid process through direct contact with any official involved in the bid process or through manipulative news reports against any competing bidder / complaints against competing bidders from known or unknown sources.
- f. Submitted a proposal that is not accompanied by required documentation or is non-responsive. In the absence of any document as required, the concerned party shall be considered as not eligible and in that eventuality their bid shall not be considered.
- g. Failed to provide clarifications related thereto, when sought;
- h. Any delay in receipt of bid documents through registered post / courier/ speed post shall render the bid invalid.
- i. Information relating to the examination, clarification and comparison of the bids shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over.
- j. The Qualification Bid proposal should not include any financial bid information. A Qualification Bid proposal containing any financial bid information shall be summarily rejected.
- k. Any superfluous document/s not related to the mandatory criteria in company profile shall not be taken into account and no weightage shall be given and shall result in summary rejection of bids. All participating bidders are clearly instructed to attach

documents which are relevant to the scope of work / mandatory criteria as specified in the RFP document and not any other work.

3.5 PRE-BID MEETING

The WOUTSL shall convene a pre-bid meeting to address any Bid related queries. However, it is made clear that the WOUTSL shall entertain only those questions which have been submitted through e-mail or in writing, on the letter head of participating Bidders duly received at WOUTSL at least one working day in advance to the pre bid meeting. No questions other than that submitted in writing shall be entertained. Amendments necessitated, if any, as a result of the pre-bid meeting or otherwise shall be made available on the website. It shall be the responsibility of the Bidders to fine tune their bids incorporating the amendments so communicated through the email/ uploaded on website. The WOUTSL shall not be responsible for any oversight or negligence on part of the Bidders on the amendments to the terms and conditions of the RFP document and notified through the email. That the WOUTSL shall not be responsible for communicating the same through phone or post.

CHAPTER 4. EVALUATION OF BID

4.1 SELECTION OF SUCCESSFUL BIDDER

- a. Advertisement rights shall be given to the highest Bidder on H1 basis (at the discretion of the competent authority).
- b. In case, there are two successful highest bidders with matching bids, the H-1 will be decided by lucky draw system under the supervision of authorised representative of WOUTSL in the presence of both the Bidders. During such a draw either the Bidder or his authorized representative along with authorization certificate shall be allowed to contest in the draw and decision of authorized representative in this regard shall be binding on the party/Bidder.

CHAPTER 5. POST SELECTION ENGAGEMENT

5.1 GESTATION PERIOD

The selected Bidder shall also get a maximum gestation period of seven days from the date of issue of work order post signing of the agreement to set up the necessary infrastructure to commence the implementation of the advertising work. No extension of gestation period shall be allowed except for force majeure clause or non-fulfilment of conditions precedent. The work order shall be released only on fulfilment of all the formalities as specified in offer letter.

5.2 CONDITIONS PRECEDENT

The date of the commencement of the advertising work shall become and effective binding on the selected agency from the date of issue of work order provided, however the following conditions are fulfilled by the WOUTSL to go ahead with the advertising work :

- i. All administrative approvals are granted/ allotment letter given/ and Nodal Officer is appointed along with the work order / agreement / bank accounts are operationalized for effective implementation of the advertising work .
- ii. Non Compliance of Conditions Precedent: it is agreed that, if the above preconditions are not met with seven days from the date of such agreement, then the WOUTSL shall, at the option of the selected agency, complete all such required approvals by extending the time limit by another suitable duration as both parties may decide collectively.

5.3 CONTRACT PERIOD

The contract period with the Advertisement Agency shall be initial period of **two years**. However, after the completion of two years, the contract period may be extended for a further period on mutual agreed terms and conditions.

2nd year onwards there will be an increment of 10% of the quoted amount of the agency after successful completion of 1st year.

However, continuance for successive year shall be subject to the satisfactory completion of period of first year of contract (satisfactory completion implies that there should not be any dues pending against the advertiser as well as no complaint / show cause notice/ penalty notice pending against him). However, if the advertiser continues to use the advertisement space after expiry of contract period, they will be liable to pay to WOUTSL the misuse/damages charges at double the monthly advertisement fee for such period of unauthorized occupation.

5.4 WORK ORDER

Offer made by the H1 Bidder shall be subject to acceptance by the Chief Executive Officer, WOUTSL or any other officer authorized by him. Any offer may be rejected or

permission granted for display at advertisement space may be withdrawn at any time without assigning any reason there for. The offer once accepted, shall be final. An offer letter shall be issued within seven days of completion of bid and subject to fulfilment of all the requisite formalities as specified in offer letter, within seven days of issue of the same, a formal allotment letter/work order shall be issued to the selected Bidder.

5.5 AGREEMENT

An agreement would be executed simultaneously along with the issue of offer letter but prior to issuance of work order to ensure successful working of the system between the WOUTSL and the Bidder selected to implement the system that would also define the terms and conditions for completion of the project in a time-bound manner. The agreement shall be subject to the provisions contained in Act / Rules / Regulations / Bye-laws as in force from time to time. The decision of the competent authority in WOUTSL shall be final and binding on any issue arising out of the Agreement. Any supplementary agreement shall be entered on need basis subject to the requirements of WOUTSL.

5.6 AGREEMENT TO BE EXECUTED

The successful Bidder shall execute an agreement with the WOUTSL in the format to be supplied by the WOUTSL on a non-judicial stamp paper of INR 100/- to be purchased and provided by the said Bidder within 7 days of issue of the "Letter of Invitation", failing which the earnest money shall be forfeited along with penal action as decided by WOUTSL shall be initiated and offer by the WOUTSL shall be deemed to have been cancelled.

5.7 EXCLUSIVITY

The successful Bidder shall have sole and exclusive right for the implementation of the said project on WOUTSL bus stops in respect of items mentioned in ANNEXURE-5 for the time period as defined above.

5.8 FORCE MAJURE

The Bidders shall not be responsible for failure or delay in performing their obligations under presents due to force majeure, which shall include but not be limited to war (invasion, armed conflict or act of foreign enemy, blockade, revolution, riots, insurrection, civil commotion, act of terrorism, or sabotage), Act of God, epidemic, cyber terrorism / cyber criminals, lightning, earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water or other unusual or extreme adverse weather or environmental conditions, action of the elements, meteorites, fire or explosion, strike, embargo put by the Government or any Court Of Law / threats from anti national elements / political protests against the project or extortion from anti-social elements, theft, loot or any other situation not envisaged at the time of formulation of this project/tender. If the circumstances leading to force majeure occur, the affected party

shall give notice thereof to the other party. The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. The obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure.

5.9 BREACH OF AGREEMENT AND ITS RESTORATION

WOUTSL shall have the right to terminate the agreement and forfeit the performance guarantee amount if the advertiser commits any breach of any of the terms and conditions of this agreement. If agreement is to be terminated, then a notice period is required to be served by a party to other party specifying the reason of termination. The receiver of notice may make a presentation to the other party for non-termination of agreement subject to rectifying the cause of termination. After termination of agreement, it cannot be restored.

5.10 BLACKLISTING AND CANCELLATION

The selected agency, if any time, found engaged in any kind of malpractices including default in payment of monthly advertisement fee regularly or advertising without having requisite advertisement license or registration shall be liable to be blacklisted in which case his performance guarantee deposit will be forfeited.

5.11 DISPUTES

All legal matters shall be subject to Sambalpur jurisdiction, only.

5.12 INTERPRATATION

For interpretation of any clause in the RFP or project functionalities during project execution phase, the interpretation as adopted by the WOUTSL shall be final and binding.

5.13 SURRENDER

- a. In the case of surrender of the advertisement contract, the advertiser shall have to give at least 90 days' notice, but not before the lapse of 9 months of start of the contract, so as to enable WOUTSL to examine the notice and to take decision and to make alternative arrangement for running of advertisement for safeguarding of WOUTSL's revenue.
- b. In the case of surrender of the advertisement space, Performance Guarantee deposit shall not be adjusted against the license fee of remaining months and shall be either forfeited or refunded or adjusted against the dues of other bus stops advertisement spaces after the determination of the license.

- c. Forfeiture of Performance Guarantee: In case of cancellation of the contract except for force majeure conditions the performance guarantee shall be forfeited.
- d. In the event of determination of advertisement space, WOUTSL, reserves the right to ask the advertiser to run and maintain the bus stops advertisement on the terms & conditions of the agreement or as modified temporarily for a specific period as specified by WOUTSL and in such an event the advertiser shall be bound to run the said advertisement space till the period WOUTSL requires and to handover possession of the bus advertisement space to WOUTSL as and when asked. Any violation in this behalf shall invite legal/penal action including blacklisting of the advertiser.
- e. Surrender Notice: The Bidder to whom the contract for display of advertisement on bus stops has been awarded may surrender the allotment by giving 90 days' notice in writing provided:
 - i. That the contract has been in force for at least nine months i.e. no surrender notice is permissible during the first nine months of the contract period.
 - ii. That the surrender notice shall not be valid unless up to date dues including notice period are paid up on the date of receipt of such surrender notice.
 - iii. That in case the allottee wants to withdraw the surrender notice, he/she may do so by giving a request in writing provided the request has been received before the re-tender of the said advertisement space(s) and up to date dues including interest, if any, towards the same are deposited.

5.14 UNDERTAKING / AFFIDAVIT

The Bidder has to submit an Affidavit declaring therein that the statements made by him and all the facts stated in connection with the tender and documents submitted in this behalf are true and correct to the best of his knowledge and nothing has been concealed there from.

5.15 PAYMENT OF TAXES

The successful Bidder has to pay all national / state / local taxes/GST/any other taxes, as applicable, directly to the concerned authority.

CHAPTER 6. ANNEXURES

6.1 ANNEXURE 1: COVER PAGE

COVER LETTER

(On Bidder's letter head)

Date:

To,

**The Chief Executive Officer,
Western Odisha Urban Transport Services Ltd.
Plot No.214, Ring Road, SMC Complex, Durgapali(Near NH-53) ,
Sambalpur, Odisha-768006**

Sub: Request for Proposal for selection of the advertisement agency for allotment of advertisement space rights on City Bus Stops of Western Odisha Urban Transport Services Limited in Sambalpur, Bargarh and Jharsuguda urban cluster.

Sir,

I/We, the undersigned, have carefully examined the referred tender and offer to participate in the same, in full conformity with the said tender along with all the terms and conditions.

I/We understand WOUTSL is not bound to accept any proposal it receives and not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.

I/We have enclosed towards EMD a Demand Draft Number Dated drawn on for INR..... that has been enclosed with this letter.

I/We have enclosed towards Tender fee a Demand Draft/pay order Number Dated drawn on for INR_____ that has been enclosed with this letter.

Signature.....

Designation.....

NB: WOUTSL reserves the right to make any change in the document anytime for which the decision of the Chief Executive Officer, WOUTSL shall be final and binding on the Bidder. At the time of the tender this document shall be signed by the Bidder and submitted along with the prescribed tender form as proof of acceptance of all terms & conditions of licensee agreement in the event of the Bidder being successful in the process.

DECLARATION/UNDERTAKING:

I/we have gone through and understood the contents of this tender document carefully. The information furnished by me/us is true & to the best of my/our knowledge and nothing has been concealed there from. I/We have also read and understood carefully the terms & conditions of allotment annexed herewith which I/we shall abide by. I/We agree to the allotment of contract for display of advertisement at the allotted site is being made on "as is where is" basis and accept all the terms and conditions of the tender and shall be bound by the conditions given in the document.

Seen and accepted.

Signature of the Authorized Signatory

(With Office Rubber Stamp)

6.2 ANNEXURE 2: FORMAT OF PROJECT DATA SHEET

Basic information about Bidder:

1.	Name of the applicant/Bidder	
2.	Registration (trade license) No.	
3.	Correspondence address	
4.	Contact mobile number and email id	
5.	Name of person/Official(s) to be contacted for clarification	

Certified that the information given above is correct to the best of my/our knowledge.

Signature of authorized signatory with seal:

Date:

6.3 ANNEXURE 3: FORMAT OF FINANCIAL BID

FORMAT FOR FINANCIAL BID

(On Bidder's letter head)

To,

**The Chief Executive Officer,
Western Odisha Urban Transport Services Ltd.
Plot No.214, Ring Road, SMC Complex, Durgapali(Near NH-53) ,
Sambalpur, Odisha-768006.**

Sub: Financial Proposal for the process for the allotment of advertisement spaces in the City Bus Stops in Samablpur, Bargarh and Jharsuguda urban cluster.

Dear Sir,

With reference to the invitation to Bid No. Dated for the above mentioned tender, we hereby offer our rates as per the scope of work mentioned in the bid documents. We understand that the Competent Authority is not bound to accept the highest offer and reserves the right to reject any or all offers without assigning any reason thereon. The financial rates excluding GST are detailed as under:

Space in each Bus Stops in sq. ft.	Total space in 20 Bus Stops in sq. ft.	*Yearly Advertisement Fee quoted per sq. ft.	Yearly Advertisement Fee quoted for Total space of 2660' in 20 Bus Stops
133'	2660	Rs. _____ (Rupees _____)	Rs. _____ (Rupees _____)

Note:

1. *Minimum yearly advertisement fee is Rs.150/- per sq ft. per year excluding applicable GST.
2. The quoted rate per sq. ft. shall also be applicable for 2(two) Bus Stops, which are under construction now in Bargarh Municipality area.

Thanking you,

Signature of Authorized Signatory with Seal.....

Date.....

6.4 ANNEXURE 4: AFFIDAVIT

Terms & conditions and important instructions for selection of the advertisement agency for allotment of advertisement space rights on City Bus Stops of Western Odisha Urban Transport Service Limited in Sambalpur, Bargarh and Jharsuguda urban cluster.

1. Period

The terms & conditions will be applicable in respect of display of advertisement on all bus stops in the jurisdiction of WOUTSL area and shall be valid for a period of 2 (Two) years from the date of commencement of the contract with an increase in the monthly advertisement fee by 10% in the 2nd year and subsequent years, if extended for a further period.

2. Gestation period

The initial period of **SEVEN DAYS** from the date of allotment of the contract, shall be allowed for installation/repair of structure and necessary clearances from the concerned authorities, if any, which shall not be extendable under any circumstances. The Monthly Advertisement Fee (MAF) shall be payable by the advertiser with effect from the date of agreement. In this regard, the decision of the WOUTSL shall be final and binding.

3. Participation in tender

The advertisers, who have cleared all the up-to-date outstanding dues of Sambalpur Municipal Corporation, Bargarh Municipality, Jharsuguda Municipality and WOUTSL, shall be eligible to participate in the tender. The intending bidders will be required to submit a copy of these terms & conditions duly signed on each page. Incomplete, conditional or bids without requisite Earnest Money Deposit & RFP fee are liable to be rejected summarily.

4. Description of Advertisement Space

Advertisement will be displayed only at the allotted spaces. The intending tenderer shall inspect the bus stops before submitting tenders and may obtain clarification, if any, regarding the advertisement space, before offering bid for the same. No objection / grievance / dispute, in this behalf, shall be entertained subsequent to submission of the tender.

5. Allotment

The recovery of advertisement fee will start automatically from the effective date as notified in these terms and conditions or at the time of allotment of the contract. In case the previous contractor fails to remove the display from the allotted space, if any, after the expiry of the contract period or any unauthorized advertisement is displayed at the allotted space, the new contractor or the WOUTSL shall have the right to cause such display to be removed for which the previous contractor or the unauthorized displayer, as the case may be, shall have no right to claim any damages. No extension of time for removal of advertisement displayed on the space shall be given after expiry of the

contract period, under any circumstances whatsoever and it will be his duty to remove the advertisement so displayed on the space latest by the forenoon of the day following the date on which the contract expires.

6. Deposit of Advertisement Fee

The advertising agency shall deposit advertisement fee in advance through NEFT/RTGS/Digital Payment in favour of Chief Executive Officer, WOUTSL, Sambalpur at Account No.35253644845, IFS Code-SBIN0000175 on or before the 10th of every month. The advertisement fee for four months will be kept as advance in shape of post-dated cheques. If any advertisement on the advertisement space is found to be displayed without payment of advance advertisement fee, the same shall be liable to be removed by the WOUTSL at the risk and cost of the advertiser. All correspondence and payments should be made in the Office of Chief Executive Officer, WOUTSL, Sambalpur against proper receipt.

7. Non-payment of Advertisement Fee

If the payment is not made in the manner stipulated in Clause No.6 above, the late fee/interest at the flat rate of 2% per month is liable to be charged from the advertiser on the unpaid amount even if the delay is for a part of the month. In case the payments on account of advertisement fee and late fee/interest, if any, are not received by the 10th of the succeeding month, the contract is liable to be terminated, security forfeited and the Chief Executive Officer, WOUTSL or any other officer authorized by him, may get the display removed and advertiser shall not be entitled to any rebate or compensation in this regard.

8. Responsibility of advertisement spaces

The WOUTSL shall not be responsible for damage of advertisement by the advertiser or for any temporary obstruction caused to the advertisement including pasting of posters etc. by any person/political party on the advertisement space. It shall be primary responsibility of the allottee to safeguard and protect their site.

9. Non transfer of advertisement rights

The advertiser in whose name the display/advertisement right is allotted shall not transfer the same to any other advertiser/advertising agency without prior approval of the Chief Executive Officer, WOUTSL or any other officer authorized by him in this behalf in writing.

10. Display of advertisement only at allotted space

The advertisement shall be displayed only at the allotted space and position as may be determined by WOUTSL. The advertiser shall be given first priority for display of advertisement on any new media of advertisement like new bus shelters etc. which may come up in future. However, the advertiser has to pay advertisement fees separately on these advertisement areas as per the quoted price per square feet. The WOUTSL will not permit any outsider for fixation of any advertisement on Govt. bus stops except the

Central Govt. / State Govt. / Corporation/undertakings of Govt. for any welfare/ Govt. programme. The WOUTSL will have exclusive right for recovery of advertisement fee from any advertisement on bus stops.

11. Rules and Regulations needs to be followed

The advertisement shall also be strictly in accordance with the specific provisions as laid down in the Odisha Municipal Corporation Act & Rules, 2003, Sambalpur Municipal Corporation/Bargarh Municipality/Jharsuguda Municipality regulation of Tax on advertisement, 2006 (as amended up-to-date) and as specified by WOUTSL time-to-time.

12. Responsibility of the Advertiser

The advertiser shall always be responsible for any injury or damage caused to or suffered by any person or property arising out of or relating to the display of the advertisement and the consequential claim or claims shall be borne by the advertiser who will also indemnify and safeguard the WOUTSL in respect of any such claim or claims. The advertiser shall display the advertisements at the designated spaces in the bus stops in a proper manner taking all precautions against electrocution and WOUTSL shall not be responsible for any negligence, injury or casualty resulting from the installation, removal or upkeep of the advertisement.

13. Statement of Account of advertisements displayed

The advertiser shall maintain proper record of the advertisements displayed by him in respect of all bus stops and produce the same on demand before the Chief Executive Officer, WOUTSL or any other officer authorized by him in this behalf. The advertiser shall also submit monthly statement showing the number of advertisement displayed during the preceding month, at the time of payment of Advertisement fee to WOUTSL.

14. Content of Advertisement

The advertiser shall ensure that the content of advertisement displayed is not indecent/obscene or otherwise offensive to good taste or against public sentiments or in contravention of the rules and regulations of WOUTSL, as amended from time to time. The decision of the Chief Executive Officer, WOUTSL or any other officer authorized by him/her in this respect shall be final.

15. Shifting and removal

The Chief Executive Officer, WOUTSL or any other officer authorized by him shall have the right to have the advertisement space shifted or removed without assigning any reason for which no rebate shall be claimed.

16. Loss to WOUTSL

The advertiser shall be bound to indemnify and reimburse the WOUTSL for all claims, demands, loss, charges, cost and expenses which it may have to incur or which accrue on account of infringement of any of these conditions by the advertiser.

17. Reservation of Advertising space

As specified by WOUTSL some advertising space in each bus stops shall be reserved for advertising social message, awareness campaigns etc. The advertiser may display advertisement when no authorized display from WOUTSL is available. The highest bidder shall have exclusive right on advertisement space on WOUTSL bus stops as mentioned in Annexure-5 only.

18. Dispute Redressal

In case of any dispute on the clauses of agreement to be executed with the highest bidder, the matter shall be referred to the Principal Secretary, Housing & Urban Development, Government of Odisha, whose decision shall be final, binding and conclusive on both the parties.

19. Breach of conditions

In case of breach of any condition, as referred to above, or in the case of contravention of any of the provisions contained in the Odisha Municipal Corporation Act or the Bye-laws framed there under or in case any fee, charge, tax or any other amount is not paid or for any other reason, the allotment shall be deemed to be terminated/cancelled and/or revoked. The Chief Executive Officer, WOUTSL or any other officer authorized by him shall cause the advertisement space of each bus stop to be removed without any compensation whatsoever, beside forfeiting the deposits and recovering the loss caused to WOUTSL. The advertisement space may be allotted to any other advertiser at the risk and cost of the defaulting advertiser.

DECLARATION

I/We declare that I/We have read and understood the above terms and conditions for the allotment of display rights relating to bus stops advertisement space of WOUTSL and in token of acceptance of the same, have initialled each page. I/We undertake to abide by the said terms and conditions. I/We are major on the date of making this declaration. I/We further undertake that I/we are bound to clear the outstanding dues, if any, during the contract period.

Signature of the Advertiser and Seal.....

6.5 ANNEXURE 5: DETAILS OF ADVERTISEMENT SPACE

Details of Bus Stop Space Area

SL No	Particulars of Space Area in Bus Stop	Advertisement Space in square ft. per Bus Stop
1	Lower Main Area	10' x 4'=40'
2	Upper Front Side Area	19' x 3'=57'
3	Upper Left Side Area	6' x 3'=18'
4	Upper Right Side Area	6' x 3'=18'
Total Area per Bus Stop		133'

1. Lower Main Area

2. Upper Front Side Area



3. Upper Left Side Area



4. Upper Right Side Area

