



**ODISHA STATE ROAD TRANSPORT CORPORATION,  
BHUBANESWAR**

**No1786/OSRTC/IM(TR)-47/2023**

**Date: 07/10/2023**

**Tender Notification**

The Chairman-Cum-Managing Director, Odisha State Road Transport Corporation (OSRTC), Bhubaneswar has invited a Tender on Public Relation (PR) and Media Planning Agency of Odisha State Road Transport Corporation (OSRTC) through the transparent bidding process.

The interested firms should submit their proposals to OSRTC Head Office from Dt. 07.10.2023 to Dt 20.10.2023 up to 3:00 PM and the same will be opened on Dt. 20.10.2023 at 5:00 PM at OSRTC conference hall.

For any doubt, agencies/ firms may contact Mr. Rashmi Pani on 9937567240 to address the issue during office hours.

The details of the terms & conditions are available on the website [www.osrtc.in](http://www.osrtc.in).

The Authority reserves the right to accept or reject any or all proposals without assigning any reason thereof.

By order of the Chairman-cum-Managing Director,

**-Sd-**

General Manager(A),  
OSRTC, Bhubaneswar



**Odisha State Road Transport Corporation**

**Tender**

**for**

**Public Relation (PR) and Media Planning Agency**

**[Tender No 1786 Date: 07/10/2023]**

**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 tender 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 tender. This tender includes statements, which reflect various assumptions and assessments arrived at by OSRTC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This tender may not be appropriate for all persons, and it is not possible for 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 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 issue of this document does not imply that OSRTC is bound to select the prequalified Bidder at tender stage to appoint the Successful Bidder (Agency), for the Project and OSRTC reserves the right to reject all or any of the Bids or Tenders without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OSRTC, or any other costs incurred in connection with or relating to its Bid. 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 a Bidder in preparation or submission of the bid, regardless of the conduct or outcome of the Bidding Process.

## 1. Invitation for Proposal

Odisha State Road Transport Corporation (OSRTC) hereby invites bidder “**Tender for Public Relation(PR) and Media Planning agency**”. Agencies are advised to study this document carefully before submitting their proposals in response to the Short-term tender 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 bidding document has been published on <https://osrtc.in> for the purpose of Downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process subject to the submission of required tender/ bidding document fee and Earnest Bid Deposit (EMD). For any type of clarifications, bidder can contact **+91-9937567240** or **+91-8420167711**, **Email:[pmc@osrtc.org](mailto:pmc@osrtc.org)**

- i. A two-stage selection procedure shall be adopted as stipulated in this tender.
- ii. Bidder(s) (authorized signatory) shall submit their offer for Eligibility Criteria and financial proposal. Tender processing fees and Earnest Money Deposit (EMD) should be paid as per instructions provided in the bid document.
- iii. Bidder(s) are requested to submit the complete bid proposal, Tender fee and EMD, well in advance in time to avoid any other unforeseen problems.

## 2. Schedule Bidding Process

#	Particulars	Details
1	Publication of TENDER Notice	07/10/2023
2	Uploading of TENDER document in OSRTC website	07/10/2023
3	Last date & time for Submission of Queries / Clarification	11/10/2023
4	Response to Queries / Clarification	13/10/2023
5	Last date for Bid Submission	20/10/2023 (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 bids	20/10/2023 (05:00 PM)
8	Date and time for opening of financial bids	<b>-To be intimated-</b>

### **3. Introduction**

#### **3.1 Background:**

Odisha State Road Transport Corporation (OSRTC) desires to engage a credible professional agency to manage the PR and Media Planning Agency related on lump sum payment basis to utilize the social media platforms for dissemination of information and creating awareness about various Govt. funded schemes as well as operational services of OSRTC. In this context, tender is invited from credible professional Agencies. For this purpose, scope of work to be taken care of by the agency has been broadly spelt out subsequently.

The agency must have in-house support team facility. All other requirements such as manpower, tools, creative content, etc. will have to be met by the firm. Agency must have expertise in these works. The entire data will also be stored / archived, and the firm has the responsibility to provide it to OSRTC, as and when required. The agency maintains the backup, storage and recovery mechanism.

#### **Brief Description of Bidding Process:**

The TIA has adopted a two Stage Bidding Process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The selection process involves 2 envelope selection procedures, Eligibility Criteria in accordance with the provisions of this tender and Financial Bid. The TIA shall only open the financial bids of the Qualified Bidder.

- I. The Bidder shall pay to the TIA a non-refundable sum of **INR 10,000/-** (Rupees Ten Thousand only) + GST (18%), as '**Tender Processing Fee**'.
- II. The details of the Bid submission are mentioned in this tender.
- III. The validity of Bid shall be as specified in this tender.
- IV. In terms of the tender, a Bidder will be required to deposit, along with the Bid, Tender Processing Fee as specified in this tender & Earnest Money Deposit (EMD) in accordance with this tender.

#### **3.2 Pre-Bid Response:**

- Bidder requiring any clarification on the tender may send in their queries to [pmc@osrtc.org](mailto:pmc@osrtc.org) 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)
- 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 should be taken or read as compelling or requiring OSRTC to respond to any question or to provide any clarification.
- 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 Bidding Documents. Verbal clarifications and information given by OSRTC, or its employees or representatives shall not in any way or manner be binding on OSRTC.
- 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

## 4. Instructions to Bidder

### 4.1 General Terms of Bidding:

- A Bidder is eligible to submit only one Bid for the Project as per the formats given in Annexures.
- Bid documents are being provided only as preliminary reference document by way of assistance to the Bidder who are expected to carry out their own surveys, investigations, and other detailed examination before submitting their Bids. Nothing contained in the Bid documents shall be binding on the TIA nor confer any right on the Bidder, and the TIA shall have no liability whatsoever in relation to or arising out of any or all contents of the Bid documents.
- Notwithstanding anything to the contrary contained in Bid documents, the detailed terms specified in the Contract Agreement shall have overriding effect, provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- The Bidder shall deposit Earnest Money Deposit (EMD) in accordance with the provisions.
- The Bidder should submit a Power of Attorney as per the format at Annexure V: Power of Attorney for signing of Bid, authorizing the signatory of the Bid.
- The Bidding Documents including this TENDER and all attached documents are and shall remain the property of the TIA and are transmitted to the Bidder solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The TIA will not return any Bid, or any information provided along therewith.
- A Bidder shall not have a conflict of interest (*the "Conflict of Interest"*) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the TIA shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the TIA and not by way of penalty for, inter alia, the time, cost and effort of the TIA, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the TIA under the Bidding Documents and/ or the Contract Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - 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.
  - For the purposes of indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through



management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-clause above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or a constituent of such Bidder is also a constituent of another Bidder.

- Such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional Loan or subordinated debt from any other Bidder or Associate, or has provided any such subsidy, grant, concessional Loan or subordinated debt to any other Bidder or any Associate thereof; or
- Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- Such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design, or technical specifications of the Project.
- 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.
- The TIA, its employee and advisors would treat the bids and supporting information submitted by the bidder in a reciprocating confidentiality and would use it for the purpose of this or litigations, the TIA would do so, with an information to the Bidder and any expenses related to the same would be charged to the bidder.
- This TENDER is not transferable. Any award of Project pursuant to this TENDER shall be subject to the terms of Bidding Documents.

#### **4.2 Acknowledgement by Bidder:**

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

- Made a complete and careful examination of the Bidding Documents.
- Received all relevant information requested from the TIA.
- Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the TIA relating to any of the matters referred to in above.
- Satisfied itself about all matters, things and information including matters referred to in this clause hereinabove necessary and required for submitting an informed Bid, execution of the Project in

accordance with the Bidding Documents and performance of all of its obligations there under.

- Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents 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 the TIA, or a ground for termination of the Contract Agreement by the Agency.
- Acknowledged that it does not have a Conflict of Interest; and
- Agreed to be bound by the undertakings provided by it under and in terms hereof.

#### **4.3 Cost of Bidding:**

- 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 Bids for award of the Project including implementation of the Project.
- The Bidder shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The TIA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

#### **4.4 Verification and Disqualification:**

- The TIA shall not be liable for any omission, mistake or error in proposals submitted by the bidder. The TIA reserves the right to verify all statements, information and documents submitted by the Bidder in response to the TENDER or the Bidding Documents and the Bidder shall, when so required by the TIA, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, the TIA shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the TIA thereunder. TIA reserves the rights to decide to ask for any clarification and decide to consider the same.
- The TIA reserves the right to reject any Bid and forfeit the EMD if:
  - At any time, a material misrepresentation is made or uncovered, or
  - The Bidder does not provide, within the time specified by the TIA, the supplemental information sought by the TIA for evaluation of the Bid.
  - Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/ rejected, then the TIA reserves the right to:
    - Invite the remaining Bidder to submit their Bids in accordance with the conditions of this TENDER .
    - Take any such measure as may be deemed fit in the sole discretion of the TIA, including annulment of the Bidding 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 Letter of Award (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 TENDER , be liable to be terminated, by a communication in writing by the TIA, without the TIA being liable in any manner whatsoever. In such an event, the TIA shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee as Damages, without prejudice to any other right or remedy that may be available to the TIA under the Bidding Documents and/ or the Agreement, or otherwise.

#### **4.5 Amendment of Tender :**

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

#### **4.6 Proprietary data:**

All documents and other information supplied by TIA or submitted by a Bidder to TIA shall remain or become the property of TIA. 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 Bid. TIA shall not return any Bid, or any information provided therewith.

#### **4.7 Language, Format and Signing of Bid:**

- The Bid, as well as all correspondence and documents relating to the Bid, exchanged between TIA 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 Bid, the translation shall govern.
- The Bidder shall provide all the information sought under this TENDER . The TIA will evaluate only those Bids that are received Hard copy in the required formats and complete in all respects. The Pre- qualification and Technical proposal shall be submitted as per the check list provided in Annexures.
- The Financial bid is to be submitted as per the format given in Annexure XII: Format for Financial Proposal, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of discrepancy in numeric and alphabetical manner, the lower of both shall be considered.
- The Bid 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.
- Bidder shall furnish the required information in their Bid in the enclosed formats only as per the Annexures to the TENDER . Any deviations with respect to this may make their Bid liable for rejection.

**As part of Pre-bid qualification, the following shall form part of the proposal (Envelope I):**

- i. Tender Document Fee in the shape of Demand Draft from any Scheduled Commercial or

Nationalized Bank

- ii. EMD\* fee in the shape of Demand Draft from any Scheduled Commercial or Nationalized Bank
- iii. Annexure I: Covering letter.
- iv. Annexure III: Pre-Qualification Checklist and Supporting documents.
- v. Annexure V: Details of Bidder
- vi. Annexure VI: Power of Attorney
- vii. Annexure VII: Self-Declaration for Non-Blacklisting
- viii. Annexure VIII: Declaration for Non-Performance

**As part of Technical bid, the following shall form part of the proposal (Envelope II):**

- i. Annexure III: Technical-Qualification Checklist and Supporting documents.
- ii. Annexure IX: Technical capacity of the Bidder
- iii. Annexure X: Particular of Key Personnel
- iv. Annexure XI: Financial capacity of the bidder

**The Financial Proposal shall be submitted in formats provided in the following annexures (Envelope III):**

- i. Annexure XII: Format for Financial Proposal
- The Bidder shall submit Eligibility Criteria and Financial Bid in the format specified in Annexures and in accordance with this TENDER . **The Bidder shall submit the hard copy and soft copy in Pen drive.**
  - Prebid qualification, Technical qualification and Financial Bid, Tender Processing fees and EMD in a sealed envelope in accordance with TENDER by Speed Post/ Courier service or submit the proposal with The General Manager (Admin), Odisha State Road Transport Corporation, Paribahan Bhavan, Sachivalaya Marg, Unit-II, Bhubaneswar- 751001, Odisha.
  - The cover Envelope IV shall clearly bear the following identification: “**Tender for Public Relation(PR) and Media Planning agency**” and shall clearly indicate the tender notice number, name, and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand corner of the envelope. The envelope shall be addressed to -

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

- The Bidder shall submit Pre- Qualification, Technical qualification and Financial Bid in the format specified in Annexures and in accordance with this TENDER . The Bidder shall submit the hard copy of Eligibility Criteria and Financial Bid, Tender Processing fees and EMD in a sealed envelope.
- If the envelope is not sealed and marked as instructed above, the TIA assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.
- Further, Bidder are required to submit all details only as per TENDER document. In the event,

any of the instructions mentioned herein have not been adhered to, the TIA reserves the right to reject the Bid.

- Bids submitted by fax, telex, telegram, or e-mail shall not be entertained and shall be rejected.
- Bids should be submitted on or before time and the Due Date as specified in the TENDER .
- Bids should be submitted before 3:00 PM on the Due Date as specified in the TENDER . The cover **Envelope IV** containing the following documents shall be submitted at the address provided in the manner and form as detailed in this TENDER within the due date and time as specified in the TENDER .
  - i. Tender processing fee as per TENDER & EMD along with Pre-Qualification criteria (**Envelope I**), signed copy of the TENDER ,
  - ii. Technical proposal (**Envelope II**)
  - iii. Financial Proposal (**Envelope III**)
- OSRTC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum.
- Bids received after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- Modifications/ Substitution/ Withdrawal of Bids:
  - The Bidder shall modify, substitute, or withdraw the bid prior to the Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Due Date.
  - Any alteration/ modification in the Bid or additional information supplied after the Bid Due Date, unless the same has been expressly sought for by OSRTC, shall be disregarded.
- 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 Earnest Money Deposit (EMD) & Tender processing fee shall be rejected by OSRTC as non- responsive.
- 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 Bidding process is cancelled or closed 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 up by OSRTC for refund, failing which it shall be drawn in the name of the Bidder.
- The successful Bidder's Earnest Money Deposit (EMD) will be returned, without any interest, upon such Successful Bidder signing the Agreement and furnishing the Performance Bank Guarantee in accordance with the provisions thereof.
- OSRTC shall be entitled to forfeit and appropriate the Earnest Money Deposit (EMD) as mutually agreed genuine pre-estimated compensation/ Damages to OSRTC in any of the events specified in. The Bidder, by submitting its Bid pursuant to this TENDER , shall be deemed to have acknowledged and confirmed that OSRTC will not suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Earnest Money Deposit (EMD) shall be given to any Bidder.

#### **4.8 Validity of Bid:**

- Bids shall remain valid for a period of 90 (Ninety) days from the date of opening of Financial Bid.

- In exceptional circumstances, prior to expiry of the original bid 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. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his EMD for the period of the extension, and in compliance all respects.

#### **4.9 Confidentiality:**

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 the TIA in relation to or matters arising out of or concerning the Bidding Process. The TIA will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The TIA 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 the TIA.

#### **4.10 Correspondence with Bidder:**

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

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

- The Bidder shall furnish as part of its Bid, Earnest Money Deposit (EMD) amount to the sum of **INR 5,00,000/-** (Rupees Five Lakhs) in shape of Banker's cheque / Bank Guarantee/ demand draft to be made from any Nationalized or Scheduled Commercial Bank in favor of Accounts Officer OSRTC, Bhubaneswar.
- 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 Earnest Money Deposit (EMD) & Tender processing fee shall be rejected by OSRTC as non-responsive\*.
- 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 Bidding process is cancelled by TIA. 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 up by OSRTC for refund, failing which it shall be drawn in the name of the Bidder.
- The successful Bidder's Earnest Money Deposit (EMD) will be returned, without any interest, upon such Successful Bidder signing the Agreement and furnishing the Performance Bank Guarantee in accordance with the provisions thereof.
- OSRTC shall be entitled to forfeit and appropriate the Earnest Money Deposit (EMD) as mutually agreed genuine pre-estimated compensation/ Damages to OSRTC in any of the events specified in. The Bidder, by submitting its Bid pursuant to this TENDER , shall be deemed to have acknowledged and confirmed that OSRTC will not suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Earnest Money Deposit (EMD) shall be given to any Bidder.
- 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:

- If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as specified in this TENDER .
- If a Bidder withdraws its Bid during the period of Bid validity as specified in this TENDER and as extended by the Bidder from time to time.
- In the case of successful Bidder, fails within the specified time limit:
  - I. to sign the Agreement and/or
  - II. to furnish the Performance Bank Guarantee 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 Bank Guarantee.

## 5. Pre-Qualification Criteria

Sl. No.	Basic Requirement	Specific Requirement	Documents required
1	Tender Document fees	Tender fee in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar	Bank/Demand Draft
2	EMD	EMD in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar.	Bank Guarantee
3	Legal Entity	The Bidder should be a company registered as a Company/LLP under Companies Act, 1956/2013.	<ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation/ Registration/ Partnership deed signed by Authorized Signatory of the Bidder.</li> <li>• Copy of PAN/ TIN/ TAN</li> <li>• Valid GSTIN and copy of GST Registration Certificate.</li> </ul>
4	Annual Turnover	Minimum Average Turnover of the organization must be <b>INR 20 Crores</b> from the last three (3) financial years (FY 20-21, FY 21-22, FY 22-23).	Audited balance Sheet and Profit & Loss account statement of the bidder for each of the last 3 audited financial years. Certificate duly signed by Statutory Auditor of the Bidder for total turnover.

*Tender for Public Relation (PR) and Media Planning Agency*

Sl. No.	Basic Requirement	Specific Requirement	Documents required
5	Net worth	The Bidder should have positive net worth for last three (3) years. (FY 20-21, FY 21-22, FY 22-23)	Certificate from the Statutory Auditor clearly stating Positive Net worth as defined in this TENDER in the stipulated format under <b>Annexure-V</b>
6	Relevant Experience	<p>The Agency should have worked on media related work with Central Govt./State Govt./PSUs/Autonomous bodies/Private listed Companies at least 10 years as on 30th Sep, 2023 in Advertising field and have done similar work as defined in the scope of work.</p> <ul style="list-style-type: none"> <li>Agency should be a full-service agency offering various services like media planning &amp; buying at competitive rates.</li> <li>Agency should have professionally qualified and experienced team to handle campaigns.</li> </ul>	Document Required - Work order/ LoA/ Work completion certificate.
7	Certification	<ul style="list-style-type: none"> <li>The advertising agencies empaneled with Bureau of Outreach and Communication (BOC) (erstwhile DAVP).</li> <li>The Agency should have full accreditation with Indian Newspaper Society (INS) since last 15 years.</li> <li>IBF Accreditation</li> <li>Valid INS Accreditation for past 15 years till date</li> </ul>	Copy of certificate
11	Blacklisting	The Bidder should not be debarred / blacklisted by any State Government / Central Government / PSU Organization in India for Unsatisfactory performance, corrupt or fraudulent practices or any other unethical conduct either indefinitely or for a period as on date of submission bid.	A self-certified letter signed by the Authorized Signatory of the Bidder. <b>(Annexure-IX)</b>
12	Non-performance Declaration	A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may	A self-certified letter signed by the Authorized Signatory of the Bidder in the stipulated format under



Sl. No.	Basic Requirement	Specific Requirement	Documents required
		be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder.	<b>(Annexure-X)</b> in letterhead.
13	Presentation	Detailed Presentation on <ul style="list-style-type: none"> <li>Work scope key requirements captured in presentation.</li> <li>PR Strategy, Approach and Road map presented.</li> <li>Break-down of tasks/activities</li> <li>Understanding about OSRTC Scheme PR issues reflected in the Presentation</li> </ul>	PowerPoint Presentation

## 6. Evaluation of Bids

### 6.1 Bid Evaluation Committee

- OSRTC shall constitute a Bid Evaluation Committee to evaluate the responses of the bidder(s).
- The Bid Evaluation Committee shall evaluate the responses to the TENDER (Eligibility Criteria) and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- The decision of the Bid Evaluation Committee in the evaluation of responses to the TENDER shall be final.No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
- The Bid 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. The committee may visit bidder's client site to validate the credentials/ citations claimed by the bidder.
- Each of the responses shall be evaluated as per the criteria and requirements specified in this TENDER .
- The Bid Evaluation Committee would submit its decision to OSRTC whose decision would be final and binding upon the bidder.
- 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.
- The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
- The Bid Evaluation Committee reserves the right to reject any or all proposals entails the basis of any deviations.

### 6.2 Overall Evaluation Process

- The evaluation of the Bids shall be done in 3 Steps where the Bidder shall be first evaluated against the Pre-Qualification Criteria mentioned in this TENDER .
- Only those bidders who meet the Pre-qualification criteria shall be considered for further

evaluation of the Technical Proposal.

- 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.
- 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.
- 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.
- 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.

**6.3 Selection Procedure:**

Only the bidders fulfilling the Pre-qualification Criteria are allowed to further evaluation of their technical bid in this tender. Envelope II marked “Technical Bid” shall be opened first. Envelope III marked “Financial Bid” shall be kept sealed for opening as per date mentioned in this RFP.

**6.4 Evaluation of Technical Bid:**

- 6.4.1 **Weighted Technical Mark (TM)** will be given based on the evaluation of the Technical Bid and based on the presentation delivered by the eligible bidder as per the Evaluation Criteria mentioned in the Tender. The presentation date will be communicated.
- 6.4.2 An actual **technical mark below 70** shall disqualify the bid as technically non-responsive. A financial bid of only technically responsive bidders shall be opened.

**6.5 Technical Evaluation Criteria:**

The eligible bidders shall be evaluated based on the following criteria and technical mark shall be awarded to the bidders.

S.No.	Evaluation Criterion	Max Score	Documents Required
<b>TQ1</b>	Experience on media related work with Central Govt./State Govt./PSUs/Autonomous bodies/Private listed Companies at least 10 years as on 30th Sep 2023 in Advertising field and have done similar work as defined in the scope of work.	20	Work Order and completion certificate
<b>TQ2</b>	Work Experience in State Govt One State Govt = 10 marks Two State Govt= 10 marks	20	Work Order and completion certificate

S.No.	Evaluation Criterion	Max Score	Documents Required
<b>TQ3</b>	IBF Accreditation	10	Document proof
<b>TQ4</b>	Valid INS Accreditation for past 15 years till date	10	Document proof
<b>TQ5</b>	Detailed Presentation on <ul style="list-style-type: none"> <li>Work scope key requirements captured in presentation.</li> <li>Proposed PR Strategy, Approach and Road map for OSRTC schemes.</li> <li>Break-down of tasks/activities</li> <li>Understanding about Scheme PR issues reflected in the Presentation</li> </ul>	40	Technical proposal and Presentation

### **6.6 Evaluation of Financial Bid:**

The bidder should necessarily give the financial details in the **Annexure XI: Format for Financial Proposal** of this TENDER . All the financial details should be given in the prescribed format only and in accordance with the details and terms and conditions as mentioned in this TENDER (hence the bidder is expected to understand the TENDER in all respects). In case the selected bidder does not quote for or provision for any other expenses required to meet the requirements of the TENDER , he shall be solely responsible for those and would be required to provide them, without any additional cost to TIA.

- The bidder should also provide the detailed break-up of the Tax/ Charges which bidder would be submitting to Government against every transaction separately with Financial Proposal.
- The Financial Proposal shall not contain any technical information.
- The technical proposal should not contain any financial information, if found same shall be considered as rejected.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, OSRTC shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Take-overs) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition. The Bidder shall promptly inform OSRTC of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

### **6.7 Selection of Bidder:**

- Quality cum cost-based selection (QCBS)** will be followed during the overall selection process. Only the bidders fulfilling the Pre-qualification Criteria are allowed to participate in this tender. Envelope II marked "Technical Bid" shall be opened first. Envelope III marked

“Financial Bid” shall be kept sealed for opening as per the communicated date.

- Technical Bid Score carries 70% of the weightage while Commercial bid Score Marks carries 30% of the weightage.
- The Bidders would be technically evaluated out of 100 marks. All the bidders who secure an overall minimum of 70 Marks out of 100 across all components in Technical Evaluation will be considered technically qualified. The Technical Evaluation Committee will be assigning technical marks individually. The final technical marks for a bidder will be calculated as the average of the marks assigned.
- The overall score will be calculated as follows: -
  - i. Technical Score of the Bidder (TS) = Technical Marks scored by bidder X 70%
  - ii. Commercial Score of the Bidder (CS) = Commercial Quote of the Lowest Bidder x 100 x 30% / Commercial Quote of the Bidder.
  - iii. Final Composite Bid Score (CBS):

The Technical Score (TS) and Commercial Score (CS) secured by each bidder will be considered for computing the Final Composite Bid Score.

- The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project.
- The overall score will be calculated as follows: -
- CBS = TS + CS Where,
  - i. CBS = Final Composite Bid Score
  - ii. TS = Total Technical score of the bidder (out of maximum of 100 marks)
  - iii. CS = Commercial Score of the bidder
- After selection, a Letter of Award (LOA) shall be issued, in duplicate, by OSRTC to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, the bidders shall have to sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA, duly signed by the Successful Bidder is not received by the stipulated date, 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.
- After acknowledgement of the LOA as aforesaid by the Successful Bidder, the Contract Agreement shall be executed between TIA and the Successful Bidder within 30 days from the date of issue of LOA. The Date of execution of the Contract Agreement between TIA and Successful Bidder shall be identified as Commercial Operation Date (COD).
- The Successful Bidder shall not be entitled to seek any deviation, modification, or amendment to the Contract Agreement.

### **6.8 Contacts during Bid Evaluation:**

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, the 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.

### **6.9 Signing of Contract:**

The Agreement will be signed as per TENDER , after selection of Successful Bidder. TIA 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 TIA, for reasons attributable to the selected bidder.

### **6.10 Failure to agree with the Terms & Conditions of this TENDER :**

Failure of the successful bidder to agree with the terms and conditions of this TENDER shall constitute sufficient grounds for the annulment of the award, in which event TIA may call for new proposals and appropriate the Performance Bank Guarantee or EMD paid by the selected bidder.

### **6.11 Performance Bank Guarantee:**

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

- The bidder shall carry out the services in conformity with the requirements of this TENDER , generally accepted professional and technical norms relevant to such projects and to the satisfaction of TIA.
- The Earnest Money Deposited at the time of bid submission would be given back to the selected bidder on payment of Performance Bank Guarantee.
- The selected bidder shall furnish Performance Bank Guarantee as follows:
  - After acknowledgement of the work order as aforesaid by the selected firm, the selected agency must submit performance security in the form of account payee demand draft/ banker's cheque from a scheduled commercial/ nationalized bank of India in favor of Odisha State Road Transport Corporation payable at Bhubaneswar. Amount of the performance security shall be **5% of Total Contract Value**.
  - 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.
  - The Performance Bank Guarantee should be furnished within 15 Business Days from the date of issue of Letter of Award (LOA).
  - The Performance Bank Guarantee can be released or returned by the Tender Inviting Authority (TIA) once they are convinced that the successful bidder has duly fulfilled their obligations throughout the one-year project duration. Additionally, this period may be extended for another year based on the satisfaction of work and project requirements. However, no interest shall be payable on the Performance Bank Guarantee.
  - OSRTC shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
    - i. Any amount imposed as a fine by OSRTC for irregularities Committed by the successful bidder.
    - ii. 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.
    - iii. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.

- iv. Any other outstanding amount.
- o 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 TIA 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 TIA.

#### **6.12 Execution of Agreement:**

After acknowledgement of the Work order as aforesaid by the selected firm, it shall execute the Contract Agreement within the period of 7 days from the date of issuance of Work order. The selected Agency shall also deposit the performance security before the execution of the contract agreement. The successful bidder shall not be entitled to seek any deviation in the Agreement.

#### **6.13 Commencement of Agreement:**

The selected Agency shall commence the assignment within 7 days from the date of signing of the Agreement. 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.

#### **6.14 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, analysed, processed or in whatever manner provided by the Consultant to OSRTC in relation to the Consultancy shall be the property of OSRTC.

### **7. Scope of the Project**

The Agency will ensure effective and efficient utilization of marketing budget with following broad scope.

- a) Media Agency will ensure timely releases and prepare Media Plan ensuring maximum geographic reach at competitive cost based as per the requirement. The media plan should include suitable platforms including but not limited to Print, Electronic, TV, Radio, Digital, OOH, BTL etc. It will have to ensure that suggested Media Plan is based on proper research & other available data.
- b) Media Buying will involve negotiating with all media platforms for competitive rate, adjusting the media plan to meet the objective of the campaign, making it cost effective, execution and monitoring. The agency will have to Provide prevailing rate chart as per I & PR / DAVP or various media platforms along with rate comparison as and when required. It will also submit details of savings in terms of Offered Rate and Negotiated Rate on campaign basis.
- c) Conduct a campaign across the state as needed.
- d) Print campaign through newspapers
- e) Audio-video campaigns through TV, Radio and social media.
- f) To maintain rapport with the Press, Media Management - Electronic, digital and any other emerging media to ensure adequate and Positive coverage for the client.



- g) To disseminate information on national basis or locally(as per client's requirement) in various media i.e., print, electronic, digital and any other emerging media through press releases including emerging modes of communications.
- h) To assist in managing one on one relationships of the management with all identified media professionals relevant to the Client apart from managing all media events including one-on one meetings/interviews of the authorized spokesperson for the Client.
- i) To track mainline, regional business and crisis communication trade publications, magazines along with electronic and digital media to monitor specific coverage and perceptions about the Client requirement on a day-to-day basis. Preparing and submitting a report on daily basis (soft copy and Hard copy) covering news.
- j) Preparing and releasing regular press releases to the media on the various activities and achievements of OSRTC.
- k) Arranging interviews and meeting of Ministers'/top officials with media persons from time to time.
- l) To nurture & enhance the profile of OSRTC consistent with its performance and achievements.
- m) To manage perceptions of OSRTC through active participation in social media.
- n) To effectively manage, develop and use the social media including existing Facebook and Twitter accounts of OSRTC to communicate with the social media audience, providing them with satisfactory resolutions.

### **Brand Penetration**

To suggest suitable strategies for Brand Penetration Strategies building through marketing and PR campaigns in different media. To support the Market & Public Relations in their day-to-day PR and Corporate Communication related works.

### **Reputation Management in relation to Target Audience**

Media including financial publications, magazines, regional publications, electronic channels and online media.

### **Market Intelligence & Management Reporting**

- Present a report on a weekly basis covering news about the scheme as approve by Authority.
- Produce a comprehensive report at the end of every month giving a detailed analysis of the coverage to OSRTC.

### **Digital PR**

- Dissemination scheme related information, including press communication, in digital space.
- Preparation of monthly report on Scheme related observations in digital space.

### **Media activities**

- Developing all communications to be disseminated to the media including information kits, press releases, backgrounders, features, etc.
- To assist in providing 360-degree logistics support in organizing media events like press conferences, Press visits and tours, select briefings, talk shows, etc.
- To assist in information on a national basis or locally (as per requirements) through press

releases and other modes of communication.

- Preparing impact reports of such initiatives.
- designing Creatives for various activities.

**Media Relations**

- Identify and maintain a list of media professionals relevant to the Scheme .
- Continuously monitor the media for ensuring the presence of OSRTC in industry stories- Media Scanning/ Feedback: Maintain-media watch/media intelligence for any development that may impact of the Scheme and provide reports of press clippings, TV, online news items, social media, etc.

**Deliverables**

- **Deploy one Senior PRO and one junior PRO at OSRTC in Bhubaneswar office.**

SI No	Key Personnel	Responsibilities
1	<b>Senior Consultant</b>	He/she should have PR experience of having worked on similar assignments for last 10 years with desirable experience of having worked on Government , PSU & Large Private Organisation. He/she will direct & co-ordinate with Project Team. He will be overall responsible for execution / timely completion / implementation of deliverables on regular basis for ensuring good public perception and public relations.
2	<b>Consultant</b>	Having minimum of 5 years' experience in related field. Plan & develop revised PR strategies focused on Social Media & Media campaign.

**7.1 Monthly Invoice**

- a) The selected Agency shall raise separate monthly invoices for:
  - Amount towards salary of each of the deployed personnel in OSRTC.
  - Service charge of the Agency towards deployment of personnel in OSRTC.
- b) Every employee will be eligible for leave as per labour law.

**7.2 Payment:**

Payment to the selected agency shall be done on a monthly basis post submission of invoice after attendance approval from OSRTC by the agency.



### **7.3 Payment Terms:**

- a) The successful bidder shall be paid following fees:
  - Reimbursement of salary of deployed professionals as specified by OSRTC. The salary of the deployed individual professional shall include all the statutory payments according to applicable norms, e.g., PF, ESIC, Bonus, leave encashment, gratuity, health insurance/ group insurance etc. In case of failure of the Agency in paying the statutory dues of any employee the OSRTC will not release the payment in relation to the person/s concerned.
  - Monthly Service Charge (exclusive of GST) at a certain percentage rate (of the fixed emolument of the individual professionals) i.e., bidding parameter as his fee for providing manpower services to OSRTC. No other payment shall be made to the bidder. The monthly service charge shall include all costs borne by the manpower agency like recruitment process, training, advertisements for recruitment etc.
- b) The Selected Agency shall be responsible for paying the salaries to their employees on or before the **7 working days** of every successive month.
- c) The Selected Agency is required to present an invoice along with a monthly progress report detailing their implemented plan of action.
- d) Invoices shall be raised (with supporting documents/ compliances) to OSRTC for reimbursement of salaries paid and monthly service charges on or before the 15th of every successive month.
- e) OSRTC shall be responsible for clearing all the invoices on or before 45 days from the day of receiving invoices.

#### **7.4 Penalty Terms:**

In case of non-compliance of contract clauses and poor performance of the agency (as described in Schedules), a **penalty up to 5% of the Total Monthly Fee** (consists of incentive amount and Monthly Management Fee) shall be levied on the agency. Generally, timelines would be fixed for different assignment and non-completion within time limit will be considered as poor performance. The detailed performance management provision will form part of the agreement signed with the consulting agency.

#### **8. Service Level Benchmark**

- 8.1** This document describes the service levels to be established for the various services offered by the Selected Bidder to OSRTC. The Selected Bidder shall be responsible to monitor and maintain the stated service levels to provide quality services in all respects.
- 8.2** The service levels applicable for various activities will be incorporated in the Contract between OSRTC and the Selected Bidder as service level agreement (SLA) and the same have been provided in the tables below. These service levels define the vendor's responsibility in terms of ensuring the timeliness and accuracy of services (including deliverables) under the Contract and have been broadly categorized as below:
- 8.3** No penalties shall be levied on the Selected Bidder in the cases of Force majeure event affecting the SLA.
- 8.4** The selected bidder will have to comply with the provisions of the Information Security Policy (ISP) of Government of Odisha and instructions given from time to time for compliance of the policy.

# **ANNEXURES**

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

To

Date: \_\_\_\_\_

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

Ref: Tender for Public Relation (PR) and Media Planning Agency

1. Being duly authorized to represent and act on behalf of.....  
(hereinafter referred to as "the Applicant") and having reviewed and fully understood all of the information provided in the tender document provided by the Authority in respect of the captioned selection, the undersigned hereby submits the Applications in response to the tender .
2. I/We have studied the tender document carefully and understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process.
3. This statement is made for the selection purpose of qualifying as an Applicant for the selection.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the qualification statement.
5. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any application that you may receive nor to invite the Applicants, without incurring any liability to the Applicants.
7. My/our Application is consistent with all requirements of submission as stated in the Selection Document or in any of the subsequent communication issued by the Authority. I/We would be solely responsible for any errors or omissions in our Application.
8. I/We understand that any omission, commission or misstatement in facts provided by us will make our Application invalid at any time during the Selection Process and also after the Selection; the Authority reserves the right to take appropriate action accordingly.
9. I/We understand that the Authority reserves the right to accept or reject any or all the Applications and reserves the right to withhold and/or cancel the Selection Process without assigning any reason or otherwise.

10. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the Selection of Agencies, or in connection with the Selection Process itself, in respect of the above-mentioned activities and the terms and implementation thereof.
11. I/We agree and undertake to abide by all the terms and conditions of the TENDER Document.
12. I/We submit cost of tender document of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) vide \_\_\_\_\_ [DD no./ BD No., name of bank] to the Authority in accordance with the TENDER Document.
13. I/We offer an EMD of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) vide \_\_\_\_\_ [DD no./ BD No., name of bank] to the Authority in accordance with the TENDER Document.
14. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in my/our Application, i/we hereby represent and confirm that my/our Application is unqualified and unconditional in all respects.

-----

Signature of the Authorized Person

-----

Name of the Authorized Person

Dt -----

**Annexure II: 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.	TENDER Reference (Section No., Clause, Page No.)	Content of TENDER	Clarification Sought	OSRTC Response (space to be left blank by the Bidder)
1				
2				
3				

## Annexure III: Pre-Qualification Criteria

Sl. No.	Basic Requirement	Specific Requirement	Documents required	Page No.
1	Tender Document fees	Tender fee in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar	Bank/Demand Draft	
2	EMD	EMD in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar.	Bank Guarantee	
3	Legal Entity	The Bidder should be a company registered as a Company/LLP under Companies Act, 1956/2013.	<ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation/ Registration/ Partnership deed signed by Authorized Signatory of the Bidder.</li> <li>• Copy of PAN/ TIN/ TAN</li> <li>• Valid GSTIN and copy of GST Registration Certificate.</li> </ul>	
4	Annual Turnover	Minimum Average Turnover of the organization must be <b>INR 20 Crores</b> from the last three (3) financial years (FY 20-21, FY 21-22, FY 22-23).	Audited balance Sheet and Profit & Loss account statement of the bidder for each of the last 3 audited financial years. Certificate duly signed by Statutory Auditor of the Bidder for total turnover.	
5	Net worth	The Bidder should have positive net worth for last three (3) years. (FY 20-21, FY 21-22, FY 22-23)	Certificate from the Statutory Auditor clearly stating Positive Net worth as	

Sl. No.	Basic Requirement	Specific Requirement	Documents required	Page No.
			defined in this TENDER in the stipulated format under <b>Annexure-V</b>	
6	Relevant Experience	<p>The Agency should have worked on media related work with Central Govt./State Govt./PSUs/Autonomous bodies/Private listed Companies at least 10 years as on 30th Sep, 2023 in Advertising field and have done similar work as defined in the scope of work.</p> <ul style="list-style-type: none"> <li>• Agency should be a full-service agency offering various services like media planning &amp; buying at competitive rates.</li> <li>• Agency should have professionally qualified and experienced team to handle campaigns.</li> </ul>	Document Required - Work order/ LoA/ Work completion certificate.	
7	Certification	<ul style="list-style-type: none"> <li>• The advertising agencies empaneled with Bureau of Outreach and Communication (BOC) (erstwhile DAVP).</li> <li>• The Agency should have full accreditation with Indian Newspaper Society (INS) since last 15 years.</li> <li>• IBF Accreditation</li> <li>• Valid INS Accreditation for past 15 years till date</li> </ul>	Copy of certificate	
11	Blacklisting	The Bidder should not be debarred / blacklisted by any State Government / Central Government / PSU Organization in India for Unsatisfactory performance, corrupt or fraudulent practices or any other unethical conduct either indefinitely	A self-certified letter signed by the Authorized Signatory of the Bidder. <b>(Annexure-IX)</b>	



Sl. No.	Basic Requirement	Specific Requirement	Documents required	Page No.
		or for a period as on date of submission bid.		
12	Non-performance Declaration	A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder.	A self-certified letter signed by the Authorized Signatory of the Bidder in the stipulated format under <b>(Annexure-X)</b> in letterhead.	
13	Presentation	Detailed Presentation on <ul style="list-style-type: none"> <li>• Work scope key requirements captured in presentation.</li> <li>• PR Strategy, Approach and Road map presented.</li> <li>• Break-down of tasks/activities</li> <li>• Understanding about OSRTC Scheme PR issues reflected in the Presentation</li> </ul>	PowerPoint Presentation	

**Annexure IV: Technical Qualification Criteria**

S.No.	Evaluation Criterion	Max Score	Documents Required	Page No
<b>TQ1</b>	Experience on media related work with Central Govt./State Govt./PSUs/Autonomous bodies/Private listed Companies at least 10 years as on 30th Sep 2023 in Advertising field and have done similar work as defined in the scope of work.	20	Work Order and completion certificate	
<b>TQ2</b>	Work Experience in State Govt One State Govt = 10 marks Two State Govt= 10 marks	20	Work Order and completion certificate	
<b>TQ3</b>	IBF Accreditation	10	Document proof	
<b>TQ4</b>	Valid INS Accreditation for past 15 years till date	10	Document proof	
<b>TQ5</b>	Detailed Presentation on <ul style="list-style-type: none"> <li>• Work scope key requirements captured in presentation.</li> <li>• Proposed PR Strategy, Approach and Road map for OSRTC schemes.</li> <li>• Break-down of tasks/activities</li> <li>• Understanding about Scheme PR issues reflected in the Presentation</li> </ul>	40	Technical proposal and Presentation	

**Annexure V: Details of Bidder**

SI No	Description	Status			
1	Name of the firm				
2	Status(Legal entity)				
3	Address with pin code				
4	Contact person (Management)				
5	Contact number				
6	Fax No.				
7	Mobile No.				
8	Email Id.				
9	Web address				
10	Any other relevant information				

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Date .....

## **Annexure VI: Power of Attorney (On stamp Paper)**

(On Requisite Stamp Paper)

KNOW ALL MEN by these presents that we, \_\_\_\_\_ [name of the company/partnership/ proprietary firm], a \_\_\_\_\_ [Company/partnership/ proprietary firm] incorporated under the \_\_\_\_\_ [Insert relevant act], having its Registered Office at \_\_\_\_\_ (hereinafter referred to as “company/partnership/ proprietary firm”):

WHEREAS in response to the Invitation for Request for Proposal (TENDER ) for “Tender for Public Relation (PR) and Media Planning Agency .(“Project””, the company/partnership/ proprietary firm is submitting its Application for the Project issued by the OSRTC and is desirous of appointing an attorney for the purpose thereof.

Whereas the company/partnership/ proprietary firm deems it expedient to appoint Ms./Mr. \_\_\_\_\_ daughter/son of \_\_\_\_\_ resident of \_\_\_\_\_, holding the post of \_\_\_\_\_ as the Attorney of the Company.

NOW KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ [name of the Company] do hereby nominate, constitute and appoint \_\_\_\_\_ [name & designation of the person] son/daughter/wife of \_\_\_\_\_ as its true and lawful Attorney so long as she/ he is in the employment of the company/partnership/ proprietary firm to do and execute all or any of the following acts, deed and things for the company/partnership/ proprietary firm in its name and on its behalf, that is to say:

- to act as the company/partnership/ proprietary firm official representative for submitting the Application for the Project and other relevant documents in connection with the TENDER .
- to sign all documents in relation to the Application (including clarifications and queries to the TENDER) and participate in Applicants and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Application.
- to submit documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary.
- to sign and execute contracts relating to the Project, including any variations and modifications thereto.
- to represent the company/partnership/ proprietary firm at meetings, discussions, negotiations and presentations with Authority, Government Authorities, Independent Engineer and any other Project related entity.
- to receive notices, instructions and information for and on behalf of the company/partnership firm.

*Tender for Public Relation (PR) and Media Planning Agency*

- to execute all necessary agreements or documents for implementation of the Project, including the Agreement for and on behalf of the company/partnership/ proprietary firm; and
- to do all such acts, deeds and things in the name and on behalf of the company/partnership/ proprietary firm as necessary for the purpose aforesaid.

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 power hereby conferred shall always be deemed to have been done by us.

<p>The common seal of [name of the company/partnership/ proprietary firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on the ___day of _____,20___ in the presence of [name &amp; designation of the person] and countersigned by [name &amp; designation of the person] of the company/partnership/ proprietary firm of [name of the company/partnership/ proprietary firm]</p>	<p>-----</p> <p>[name &amp; designation of the person]</p> <hr/> <p>[name &amp; designation of the person]</p>
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**Instructions:**

- The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Applicant.
- For a power of attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

**Annexure VII: Non-Blacklisting declaration**

{Company Letter head}

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

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

We further confirm that we are aware that our application for the “**Tender for Public Relation (PR) and Media Planning Agency**” would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this TENDER at any stage of the bidding process or thereafter during the agreement period. Dated this .... Day of..... 2023.

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

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

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

**Annexure VIII: Self-declaration for Non-Performance**

*{Company Letter head}*

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

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

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

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

**Annexure IX: Technical capacity of the Bidder**

SI No	Name of project	Client / Agency	Period	Project Cost / Contract Value	Number of Manpower Deployed	Remarks
1						
2						
3						
4						

**Note:**

1. Supporting document with respect of each work experience to be furnished by the applicants.

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Signature of the Authorised Person

-----

Name of the Authorised Person

Date .....



**Annexure X: Particulars of Key Personnel**

<b>SI No</b>	<b>Designation of Key Personnel</b>	<b>Name</b>	<b>Educational Qualification</b>	<b>Length of Professional Experience</b>	<b>Name of firm</b>	<b>Employed since</b>	<b>No of Eligible Assignments</b>
1	Senior Consultant						
2	Consultant						

- ❖ **The bidding party is required to provide a thorough curriculum vitae (CV) for the personnel proposed for the aforementioned task.**

## **Annexure XI: Financial capacity of the bidder**

### **Format for CA Certificate**

(The format should be certified by Chartered Accountant)

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Average Annual Turnover (INR Crores)</b>	<b>Net worth (in INR Crores)</b>
1	2020-21		
2	2021-22		
3	2022-23		
4	Average		

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 TENDER .
2. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 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 TENDER document.
6. The Bidder shall also provide an Auditor's certificate specifying the annual turnover of the Bidder.

Dated this \_\_\_\_\_ day of 2023.

Name of the CA:

Signature of certifying CA

**Annexure XII: Format for Financial Proposal**

To

Date: \_\_\_\_\_

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

**Ref: Tender for Public Relation (PR) and Media Planning Agency**

<b>Name of the Project and scope of work</b>	<b>Financial Quote Per Month Charges in INR (without GST)</b>
Public Relation and Media Planning agency Fees including Service Charges (Lump sum Cost) quoted per month-fixed non-escalatable during the entire 12 months period of PR contract.	

\*Note: All the expenses relating to the PR agency personnel, such as towards salaries, local travel, domestic travel and hotel accommodation of Support Personnel, expenses related to meetings, documentation, presentations, as and when required by OSRTC, all the Deliverables indicated in the tender shall be borne by the PR Agency and shall therefore be included in this quote as total lump sum cost, which shall be taken for evaluation.

Our Financial Proposal shall be binding upon us for the assignment and this proposal would be valid up to 90 days from the last date of submission of proposal.

This Financial Proposal is without any condition.

Yours faithfully,

\_\_\_\_\_

For and on behalf of (Name of Applicant)

\_\_\_\_\_

Duly signed by the Authorized Signatory of the Applicant

\_\_\_\_\_

\_\_\_\_\_

Name, Title, and Address of the Authorized Signatory