



**OFFICE OF THE TRANSPORT COMMISSIONER-CUM-CHAIRMAN
STATE TRANSPORT AUTHORITY, ODISHA, CUTTACK**

TENDER CALL NOTICE

Notice No: LXVII-66/2022/.....8730.....

Date: 16.06.2025

Sealed Tenders are invited for a Request for Proposal (RFP) for empanelment of Professional Agencies for Event Management, Branding Activation, Printing, Photos and Videography activities for the office of Transport Commissioner, Odisha for submission latest by **07/07/2025**.

For details, please visit the websites www.odishatransport.gov.in

By the orders of Transport Commissioner, Odisha


Joint Commissioner Transport (RS)
STA, Odisha, Cuttack



Request for Proposal (RFP) for empanelment of Professional Agencies for Event Management, Branding Activation, Printing, Photos and Videography activities for the office of Transport Commissioner, Odisha

Tender No: LXVII-66/2022/8730

Date: 16.06.2025

Tender Fees: 11,800/- (inclusive of 18% GST)

E.M.D: Rs.2,00,000/- (Rupees two lakhs only)

**Office of The Transport Commissioner,
Odisha, 6th Floor, Rajaswa Bhawan, Chandini Chowk, Cuttack,
PIN: 753002, Odisha.
0671-2507042**

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Transport Commissioner or any of its employees, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Transport Commissioner to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Transport Commissioner in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Transport Commissioner, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP 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 and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Transport Commissioner accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Transport Commissioner, its employees make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Transport Commissioner also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP. The Transport Commissioner may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Transport Commissioner is bound to select Bidders or to empanel, as the case maybe, to provide the Services and the Transport Commissioner reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Transport Commissioner or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Transport Commissioner 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 Proposal, regardless of the conduct or outcome of the selection process.

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SECTION I: NOTICE INVITING TENDER

OFFICE OF THE STATE TRANSPORT COMMISSIONER-CUM-CHAIRMAN STATE TRANSPORT AUTHORITY, ODISHA, CUTTACK

Letter No. LXVII-66/2022/8730

Date: 16.06.2025

Notice Inviting Tender

Request for Proposal (RFP) for empanelment of Professional Agencies for Event Management, Branding Activation, Printing, Photos and Videography activities for the office of Transport Commissioner, Odisha.

Technical Proposals are invited for empanelment of Event Management, Branding Activation, Printing, Photos and Videography Activities for office of Transport Commissioner, Odisha. Interested companies/firms/institutions having adequate experience can submit proposal as mentioned in specific clause of RFP.

Sr. No.	Particulars	Details
1.	Tender Reference	LXVII-66/2022/8730
2.	Tender Website	http://Odishatransport.gov.in/
3.	Date of Availability of tender documents on website	16/06/2025 at 15:00 Hours.
4.	Doubts and queries regarding tender documents should be sent by e-mail	19/06/2025 at 17:00 Hours. Email: staroadsafety@gmail.com or Office of Transport Commissioner, Odisha, 6th Floor, Rajaswa Bhawan, Cuttack – 753002
5.	Pre-bid meeting	Date: 20/06/2025, Time: 3:30 PM A pre-bid meeting will be arranged on both online and Physical mode. Link will be shared for those submitted the clarification in stipulated date and time. Location: Conference Hall, office of Transport Commissioner, Odisha, 7 th Floor, Rajaswa Bhawan, Cuttack – 753002.
6.	Last date and time for submission of bids	07/07/2025 at 15:00 Hours.
7.	Time and date of opening of Technical Bid	08/07/2025 at 16:00 Hours.
8.	Place of opening of bids	Office of Transport Commissioner, Odisha, 6 th Floor, Rajaswa Bhawan, Cuttack – 753002
9.	Address for communication	Addl. Commissioner Transport (Road Safety), State Transport Authority, Odisha, 6 th Floor, Rajaswa Bhawan, Cuttack – 753002
10.	Period of Empanelment	(02) two years from the date of signing of contract
11.	Cost of the Tender Document	11,800/- (Rupees Eleven Thousand Eight Hundred) inclusive of 18% GST. As Demand Draft from any scheduled commercial bank/ nationalized bank in the name of Transport Commissioner, Odisha and Payable at Cuttack.
12.	E.M.D.	Rs. 2,00,000/- (Rupees Two Lakhs) As Demand Draft from any scheduled commercial bank/ nationalized bank in the name of Transport Commissioner, Odisha and Payable at Cuttack.

- a) The company/Firm shall be selected based on the selection criteria decided by Transport Commissioner, Odisha as mentioned in this RFP document.

Request for Proposal (RFP) for empanelment of Professional Agencies for Event Management, Branding Activation, Printing, Photos and Videography activities for the office of Transport Commissioner, Odisha.

- b) Joint Venture/Consortium is not allowed.
- c) The RFP documents are available on website (<http://Odishatransport.gov.in/>)
- d) The interested bidders will have to submit all the required document by hardcopies.
- e) Interested bidders will have to submit their bid proposal on or before 05/07/2025 at 15:00 Hours
- f) Right to reject any or all bids are reserved by the Transport Commissioner, Odisha.

Transport Commissioner
Odisha

SECTION II: LETTER OF INVITATION

Request for Proposal (RFP) for empanelment of Professional Agencies for Event Management, Branding Activation, Printing, Photos and Videography activities for the office of Transport Commissioner, Odisha.

Bidders will be selected under **technical score-based** procedure as prescribed in the RFP Document in accordance with the procedures prescribed here.

1. Interested bidders fulfilling eligibility conditions as mentioned in this RFP can submit their proposals Physically (2 HARD COPIES – ORIGINAL and DUPLICATE) addressed to Addl. Commissioner Transport (Road Safety), State Transport Authority, 6th Floor, Rajaswa Bhawan, Cuttack – 753002, through Registered Post or Courier or by hand.
2. The proposal should be submitted in two parts/ envelope as follows:

Part 1: Pre-Qualification- Envelop A

Part 2: Technical Proposal- Envelope B

Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP.

3. The **2 Copies (Original Copy and Duplicate Copy)** of the Proposal (Pre-qualification – Envelop-A, Technical proposal Envelope-B) must be submitted with all pages numbered serially, along with an index of submission. In the event, any of the instructions mentioned herein have not been adhered to **Transport Commissioner, Odisha** may reject the Proposal.
4. The proposal, complete in all respect as specified in the RFP Document, must be accompanied with a Non-refundable Bid Document Fee and a Refundable EMD of paid as prescribed in the RFP failing which the bid will be rejected.
5. The last date and time for submission of proposal, complete in all respect, is as per the Bidder Data Sheet and the date of opening of the technical proposal is as mentioned in the Bidder Data Sheet, which will be done in the presence of the bidder's representative at the specified address as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
6. This RFP includes the following sections:
 - a) Notice Inviting Tender **[Section-I]**
 - b) Letter of Invitation **[Section-II]**
 - c) Scope of Work **[Section-III]**
 - d) Information to the Bidder **[Section-IV]**
 - e) General Conditions of RFP/Contract **[Section-V]**
 - f) Annexure **[Bid Submission Checklist & Performance Bank Guarantee Format and any other relevant assignment related material needs to be provided]**
7. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Transport Commissioner's knowledge, the **Transport Commissioner, Odisha** holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Transport Commissioner reserves the right to accept/reject any /all proposals/cancel the entire selection process at any stage without assigning any reason thereof.

Transport Commissioner
Odisha

SECTION III: SCOPE OF WORK

In order to take forward projects/events with new focus, the Transport Commissioner, Odisha would like to utilize the services of an Agency by empanelling them for event management, Printing of collaterals, content TVs, promotional material, Photos and videography activities. The agencies will provide professional services which will include event management, printing, videography, film making of key initiatives, digital media, branding activities on electronic media, print media, outdoor media and social media by creating content, etc as per the direction and approval of Transport Commissioner, Odisha on case-to-case basis. The work pertaining to event management will be defined on case-to-case basis and work structure will be accomplished by the empanelled event agencies.

Broad Tasks:

- i. Manage events as per directions of Transport Commissioner, Odisha
- ii. End-to-end video shooting of the events or other activities as per requirement
- iii. Executing Branding Activations on ground
- iv. Identify best channels to promote the events and projects of STA, Odisha
- v. Creating content to promote various Government initiatives
- vi. Print Ad Release, TV Ad release, Outdoor Campaign Execution
- vii. Provide Manpower
- viii. Film making as per the direction of Govt.

An indicative scope of work is mentioned below, and it should be deliverable by the empanelled agency in its entirety, however the list is not exhaustive, and additional task may be given as per the direction of Transport Commissioner, Odisha and is on case-to-case basis.

1. Photography/Videos Shoots
2. Camera, Lens & other equipment's
3. Printing of Collaterals
4. Flex Branding
5. Event Management
6. Provide Manpower (Event Manager, Crew, Support Staff and other)
7. Additional Activities
8. Audio Recording, Voice Over, Dubbing, Sound Designing
9. Film making as per the latest guidelines of Govt.
10. Video editing, VFX, SFX

1. Photography/Videos Shoots

- Staged photos of panellists together prior to event breakout/discussion/Q&A session.
- Candid photos of breakout/CLE sessions
- Staged and candid group shots of attendees throughout the Event.
- Staged and candid photos of sponsors around the conference and exhibit space.
- Photos of the crowd and overall group in the Event.
- Photos of the venue and exhibit hall setup.
- Photos of the various programs and event collateral.
- Staged photos of Award winners.
- Staged and candid photos of presenters.
- Event montage video and/or Event wrap up montage video.
- Interview videos of selected attendees
- Promotional Videos

Note: The selected agencies ensure the model camera and equipment are used like. Sony A7S3, Sony FX6, Blackmagic 12K, Sony G master lens (16-35, 24-70, 70-200) & Zeiss CP3 lens (25,

35, 50, 85, 135), Bog Tripod, Minimum 4 Square LED, ND filter, UV filter, Nan light RGB, Lapel, Gimbal, Drone

- Organize Press conferences, Preparation of Press Releases, Press Reports, press kit and co- ordination with Print and Electronic Media (Including TV, Radio, FM and other social media platforms.

2. Event Management

Events Planning: The agency shall be responsible for creative conceptualizing, planning, budgeting and execution for the events (which may include but not limited to activities such as seminars, conferences, rallies, drives, road shows, street plays, thematic / cultural programs / knowledge sharing events, competitions, awards, etc.) to be taken up by the authority and as listed below:

- ❖ Coordination with respective Agencies of the State government (s) and Government of India.
- ❖ Hospitality management.
- ❖ End-to-End logistics management (including commuting to venue & back, Airport/Road/ Railway station transfers, event catering - food & beverage arrangements at the venue, movement of equipment/machinery, tools, foods, consumables for events, etc.)
- ❖ Venue management (Infrastructure Arrangement - for VIPs, Visitors, 24 hrs Security Services, adequate lighting, flooring/carpet, fire safety, water inlet & outlet, compressed air, waste disposal & recycling, etc.)
- ❖ Propose colour theme for events
- ❖ Background designs for the Stage, printing and fixing the same as required by office of Transport Commissioner.
- ❖ Food Supply (As per instructions of office of the Transport Commissioner)

3. Promotion & Media management for Events:

The agency shall promote the named events that are happening in the state and shall also promote the newly identified events that are taken up by Transport Commissioner, Odisha. The agency shall also assist the media management during events which includes photographs, narratives, etc.

- ❖ Promotional Videos: Video Films - in Odia, Hindi and English for any event as decided by office of the Transport Commissioner, Odisha (Video length 1 to 3 minutes)
- ❖ Teaser films (Video length 30 to 60 seconds)
- ❖ State Pitch Video (Video length 8 to 15 minutes)
- ❖ Scheme/sectoral Films on focus schemes/sectors (Video length 4 to 8 minutes)
- ❖ Design & development of TV Advertisements
- ❖ Design & development of Newspaper Advertisements in regional and national media
- ❖ Design & Development of outdoor advertisements such as hoarding/Banners & Standees
- ❖ Souvenirs
- ❖ Preparation of video clip summarizing the event
- ❖ Brochures/Flyers/Booklet designing and printing for the knowledge partner as per the requirement
- ❖ Coverage of the events: The agency shall manage the tracking and submission of online, print & electronic coverage of the events.
- ❖ Printing of creative for various events. However, printing of flyers, posters, banners, hoardings, flex etc. for the events shall be undertaken.

4. Printing of Collaterals

- Designing and distributions of invitations.

- Printing of invitation, conference note pads, information booklets, telephone directories, etc., including digital printing, electrostatic printing, embossing, letter press, offset lithography, and screen printing.
- Printing of lapels, identity cards / badges, mini booklets for programs, files / folder covers, letter heads, delegates' bags /folders, etc., access badges with RFID/QR codes /other as per the guidance of Transport Commissioner, Odisha.
- Preparation of documents from information generated before, during and after the event.
- Creating backdrops and signages at the conference venue, airports, various points in the state, flags, welcome arches on approach roads. The agency shall develop good quality graphic content for the signages.
- Undertake correspondence and allied communication services.
- The agency may be asked to take up and provide services on tasks of campaigns and promotions under the guidance of Transport Commissioner, Odisha such as creating media kit, event kit, multimedia presentations, conference labelled pen drives, event brochures, scheme brochures etc. on case-to-case basis.

5. Manpower for the Event

- The agency shall ensure enough manpower deployment as per requirement of event but not limited to 2 event manager, 2 Photographer, 2 Videographer, 10 Crew Members and other support staffs or as per requirement. The manpower numbers may increase or decrease as per the requirement by Authority. Also, other manpower may be asked as and when required.

6. Additional Activities

- ✓ The bidder will regularly interact and network with the media houses for work, which at times may be at very short notice.
- ✓ For any activity relating to the Media Planning, Media Strategy, Promotion, Advertising,
- ✓ It may be noted that the cost of preparing the basic concept and creative/artwork are not reimbursable by office of the Transport Commissioner, Odisha and is for selection purpose only.
- ✓ 'The cost of any production of content &/execution of any activity as included in the scope of work in this tender document will be as per rates or the best available commercial rates as per agreement with Transport Commissioner, Odisha.
- ✓ The bidder are required to provide professional, objective, and impartial service and always hold Transport Commissioner's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- ✓ The bidder have an obligation to disclose any situation of actual or potential conflict that impacts or may impact their capacity to serve the best interest of Transport Commissioner, Odisha., or that may be reasonably perceived as having this effect.
- ✓ All the design shall be submitted to office of the Transport Commissioner both in editable soft copy and hard copies.

SECTION IV: INSTRUCTIONS TO BIDDERS (ITB)

1. Pre-Qualification Criteria:

Each bidder will be assessed based on the following pre-qualification criteria before proceeding for Technical Evaluation. Only bidders qualified as per Eligibility criteria shall be considered for technical evaluation. The bidder is required to produce the copies of the required supportive documents/information as part of their technical proposal failing which the proposals will be rejected.

Sr. No	Criteria	Required Documents
PQ-1	<p>Incorporation: The bidder should be a company registered under Companies Act 2013 or the companies Act, 1956</p> <p style="text-align: center;">OR</p> <p>A Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932</p> <p style="text-align: center;">OR</p> <p>A partnership firm formed under the partnership Act 1932</p> <p style="text-align: center;">OR</p> <p>A sole proprietorship firm</p> <p>(Note: Consortium/Joint venture/ Subcontracting is not allowed)</p> <p>Bidding entity must be operational for at least 3 years, as on the date of the submission of the bid.</p>	<p>1. Certificate of Incorporation/ Partnership Deed along with</p> <p>2. PAN,</p> <p>3. GST registration certificate</p>
PQ-2	<p>Turnover: The Average Turnover/Revenue (from Consultancy services) of the Applicant from last three financial years ending 31 March 2024; shall be minimum Rs.15.00 Lakhs.</p> <p>Net worth: Positive Net Worth for last three years upto March 2024.</p>	<p>1. Audited financial statements certified from CA. (Profit and Loss and Balance Sheet)</p> <p>2. Annexure: C (Certified by Statutory Auditor/ Chartered Accountant)</p> <p>3. Positive Net worth certificate.</p>
PQ-3	<p>Experience: The bidder should have experience of Event Management/ Film Making/ Videography activities with any Government Organization /Department/ PSU/ULB</p>	<p>Work Order/Contract Agreement / Client Certificate</p>
PQ-4	<p>Blacklisting: The bidder should not be blacklisted by any state/ central government department, agency, corporation, urban local body, PSU, at the time of submission of the bid</p>	<p>Self-declaration on the letter head of the company by authorized signatory as per Annexure: F</p>
PQ-5	<p>Tender Fee</p>	<p>Demand Draft for Rs.11,800/-/- issued by any rationalised / schedule commercial bank drawn in favour of Transport Commissioner, Odisha payable at Cuttack.</p>
PQ-6	<p>E.M.D.</p>	<p>Demand Draft for Rs. 2,00,000/-/- issued by any rationalised / schedule commercial bank drawn in favour of Transport Commissioner, Odisha payable at Cuttack.</p>

2. Technical Eligibility:

Sr. No	Criteria	Maximum Marks						
TQ-1	<p><u>Financial Capacity of the Bidder</u></p> <p>The Average Annual Turnover/Revenue of the Bidder from last three financial years ending 31 March 2024; shall be minimum Rs. 15.00 Lakhs</p> <p>INR. 15.00 Lakh. – 5 Marks > INR 15.00 Lakh and <= INR 30.00 Lakh. – 8 Marks > INR 30.00 Lakh. and above – 10 Marks</p> <p>Note: Audited financial statements certified from CA should be submitted as supporting.</p>	10 Marks						
TQ-2	<p><u>Experience of Event Management</u></p> <p>The bidder should have experience of large Event Management with Govt. Department/Organization in last 5 Years.</p> <p>✓ Each Project shall carry 5 Marks (Maximum 20 Marks)</p> <p>Note: Supporting documents like LOA / PO/ WO/ Agreement Copy for such projects should be submitted</p>	20 Marks						
TQ-3	<p><u>Odisha Experience of Event Management</u></p> <p>The bidder should have experience of large Event Management with Govt. Department/Organization in Odisha.</p> <p>✓ Each Project shall carry 5 Marks (Maximum 20 Marks)</p>	20 Marks						
TQ-4	<p><u>No of Departments where Event Management is organized</u></p> <p>The bidder should have experience of large Event Management in Govt. Department/Organization in the last 5 years.</p> <p>Each Department where event is organized shall carry 5 Marks (Maximum 20 Marks)</p>	20 Marks						
TQ-5	<p><u>Experience of PR/ Media and Similar Assignment</u></p> <p>The bidder should have experience of Public Relation/ Media Management/ Photography/ Film Making with Government/Semi-Government/ organizations in India.</p> <p>✓ Each Project shall carry 5 Marks (Maximum 20 Marks)</p>	20 Marks						
TQ-6	<p>Approach and Methodology (technical presentation) of the Technical proposal submitted by bidder along with work plan based on the</p> <table><tr><th>Criterion</th><th>Marks allocated</th></tr><tr><td>Understanding Scope of Assignment & Quality of methodology, equipment used.</td><td>5</td></tr><tr><td>Best Practices/Case Study/Citations where large events are organized.</td><td>5</td></tr></table>	Criterion	Marks allocated	Understanding Scope of Assignment & Quality of methodology, equipment used.	5	Best Practices/Case Study/Citations where large events are organized.	5	10 Marks
Criterion	Marks allocated							
Understanding Scope of Assignment & Quality of methodology, equipment used.	5							
Best Practices/Case Study/Citations where large events are organized.	5							

Note:

- The documents required as proof for technical marking must be submitted as client citations or work orders, or letter of declaration signed by the client or Contracting Agency.
- Bidder should give presentation (approx. duration of 30 Minutes) with respect to above technical evaluation criteria after opening of the Technical Bid.
- The tender evaluation committee reserves right to visit bidder's customers where such similar project execution has taken place.
- The Bidder has to achieve a min of 70 marks for technically qualify & further consideration.

3. Shortlisting Process:

Scores obtained by agencies against above criteria shall be prepared from the highest score to the lowest; and all those technically qualified shall be declared eligible for empanelment.

4. Selection Process for individual event/ assignment

The empanelled agencies through RFP shall be requested to submit Technical and Financial proposals for the event/ assignment. It shall include the set of creatives (as stated in the scope of work), media plan, activities, list of promotional channels/platforms, events activity timelines, broadcast schedules, etc.

The Technical and Financial evaluation; and final selection of the agency shall be as per terms and conditions given in the respective RFP and as per directions issued thereupon.

Please note that there shall not be any reimbursement of preparatory cost for proposals including creative artwork.

5. Period of empanelment

The period of empanelment shall be for (02) two years from the date of signing of contract, which may be extended at the discretion of Transport Commissioner, Odisha on same Terms & Conditions for maximum of further one year subject to satisfactory performance to be reviewed periodically.

6. Additional Terms & Conditions of empanelment

1. The empanelment does not in any way guarantee the allocation of work or any minimum business/assignment.
2. The Transport Commissioner, Odisha will issue tenders/RFP (limited bids) to empanelled agencies inviting rates for assignments as proposed in this tender document, financial resources available & performance of empanelled agencies. The cost of any production of content & execution of any activity as included in the scope of work in this tender document to be done by the respective empanelled agency will be as per rates or the best available commercial rates as per agreement with Transport Commissioner, Odisha.
3. No charges will be paid for creative to the agency during the process of finalizing the assignment. Translation of the Advertisement matter wherever required, will be done by the Agency free of cost and the Agency will be responsible for the same.
4. The Transport Commissioner, Odisha will have the right to drop any agency from the empanelled list without assigning any reason whatsoever. The Transport Commissioner, Odisha also reserves the right to modify the term and conditions for empanelled agencies.
5. The empanelled agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to Transport Commissioner, Odisha. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication. The Transport Commissioner, Odisha reserves the right to impose penalty in case of any violation of the above.
6. The agency is liable to execute all kinds of assignments as outlined in the Scope of Work of this tender document.
7. For Press campaign selection of artwork, any work, the Transport Commissioner, Odisha will invite creative/concept from all empanelled agencies and order will be given to the agency whose design/concept is approved. Selection of artwork will be entirely on the Transport Commissioner, Odisha discretion and the Transport Commissioner, Odisha will not pay charges for submission of artwork.
8. Artwork/Commercial once selected will be the property of Transport Commissioner, Odisha and it can be repeatedly used in different media like print, outdoor, electronic, Internet, Social Networking Sites etc without seeking permission from concerned empanelled agencies or paying any commission. Agency has to provide original soft copy (open file with fonts) of the

art work to Transport Commissioner, Odisha. The agency can't use the concept, artwork, picture, film and jingle for other clients once Transport Commissioner, Odisha selects it.

9. The representative (s) of the Agency will collect the matter personally from Transport Commissioner, Odisha and the Agency will arrange to get it published/aired/mounted in the desired media, on desired dates and on the defined page (s)/time band. The artwork/concept submitted after the stipulated timeline will not be entertained for further selection.
10. If the Advertisement is misprinted or published/aired/mounted differently from the approved one, the Agency will publish corrigendum/correct Advertisement according to work order etc, thereof at their own cost at the earliest (within a week).
11. The agency/firm must submit their bill/invoices (inclusive of required deliverables/certificates) within 30 days from completion of the work/assignment, however, on ending of financial year the timeline shall be decided according to nature of assignment. The Transport Commissioner, Odisha shall make payment within 40 days after receipt of the final bill, duly supported by all the newspaper clippings (in original), vouchers and publication bills in original.
12. The Transport Commissioner, Odisha reserves the right to make necessary modification to the selected artwork, concept, film etc and the concerned advertising agency will be required to carry the modifications suggested in the artwork.
13. Empanelled Agencies shall ensure that they have the copyrights of photographs/designs etc., that they use and the Transport Commissioner, Odisha shall not be responsible for any copyright violation.
14. Charges for specific activities like production of films, audio-visual material designing of Brochures and Public Relations activities, event management, etc, will be considered on case-to-case basis which will be decided with the prior approval
15. The Transport Commissioner, Odisha also reserves the right to employ any outside agency for carrying out big ticket campaigns/brand building exercise/PR activities etc.
16. The Transport Commissioner, Odisha may not assign any such task which falls under the category of sole right media agencies.
17. The Transport Commissioner, Odisha shall have the discretion to give work to any other empanelled agency and it will have no right or claim for awarding the job. The Transport Commissioner, Odisha may assign the Work to the Agency after comparing the aspects of Price, Quality and Experience.
18. The agency will be required to provide services in Odisha, for which a well-equipped office should be made functional to fulfil the requirements of the department.
19. The performance of the empanelled agency shall be regularly reviewed on the key parameters of creativity, initiative, competency and response time. In the event that any agency fails to meet the requirements, The Transport Commissioner, Odisha shall be constrained to terminate the empanelment.
20. Empanelled Agency will not be allowed to engage any other sub agency or transfer the empanelment to any other agency.
21. The Transport Commissioner, Odisha may require different services from the empanelled agency and the requirements could be of emergency nature. The empanelled agencies will have to respond to such demands at short Notice despite holidays/beyond office hours.
22. It is to be clearly understood by the parties that no financial liability of any type is created on Transport Commissioner, Odisha by issuance of a letter of empanelment.
23. The Transport Commissioner, Odisha will reserve the right to exclude any empanelled agency from the empanelled list at any time by giving one month notice at its own discretion without assigning any reasons. However, if at any stage, it is found that any details/information provided by the empanelled agency to Transport Commissioner, Odisha is incorrect; the respective agency's services will be rejected / discarded forthwith without any prior notice.

7. Negotiations

Negotiations, if needed, from agencies once empanelled for executing the tasks/projects as desired by The Transport Commissioner, Odisha at per tenders issued at later dates during the tenure of this contract.

8. Conflict of Interest

In the event of a conflict of interest, the Bidder is required to obtain confirmation of 'no objection' from the Transport Commissioner, Odisha in order to bid.

8.1 Conflict of interest exists in the event of:

- i. The supply of services, equipment or works whose specifications were prepared by the Bidder (individuals and organization's).
- ii. Conflicting assignments, typically monitoring and evaluation / environmental assessment by the implementation Bidder:
- iii. Bidders, suppliers or contractors who are filling, or whose personnel or relatives are filling a post with Transport Commissioner, Odisha e.g. advisory role, team leader.
- iv. Bidders, suppliers or contractors (individuals and organization's) who have business or family relation with a Transport Commissioner, Odisha staff member directly or indirectly involved in the preparation of the ToR, specifications, related recruitment or supervision, and Practices prohibited under the anticorruption policy of the Government of India,

9. Disclosure

Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract.

Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.

Bidder's must disclose if they or any of their sub-Bidders have been convicted of, or are the subject of any proceedings relating to:

A criminal offence or other serious offence involving the activities of a criminal organization, or where they have been found by any regulator or professional body to have committed professional misconduct.

Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract, with Transport Commissioner, Odisha, any other donor of development funding, or any contracting authority; Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes, etc.

10. Anticorruption

A recommendation for award of Contract will be rejected if it is determined that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases office of the Transport Commissioner, Odisha will declare the Bidder and/or members of the consortium ineligible, either indefinitely or for a stated period of time, from participation in Transport Commissioner, Odisha - financed activities and bidders will be blacklisted by the Transport Commissioner, Odisha.

11. Only one Proposal

Bidders shall submit one bid only and if found that the bidder is participating thru joint venture/ consortium etc. with other companies also in the same tender. Then all of the bids submitted by him shall be liable to be rejected with further action against him.

12. Preparation of Proposals Language of Proposals

The Proposal and all related correspondence exchanged between the Bidder and the Transport Commissioner, Odisha shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

13. Cost of bidding

The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The Transport Commissioner, Odisha shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

14. Instructions for submission of Proposal

These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents. Proposals must be received before the deadline of the tender. Proposals must be submitted on or before the time specified in the tender document in the website as per RFP and also proposals in original must be submitted to the address specified and delivered on or before the time specified in the tender.

15. Documents comprising the Proposal

- Bidders shall submit the technical proposal along with EMD and tender fee.
- The Technical Proposals will be opened at the date and time specified.

16. Submission instructions

The Bidder shall submit proposal and use the appropriate submission sheets provided at the end of this RFP. These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.

17. Proposal Validity

Proposals shall remain valid for the period of 180 days in the Data Sheet commencing with the deadline for submission of Technical Proposal as prescribed by office of the Transport Commissioner, Odisha

A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by Transport Commissioner, Odisha.

In exceptional circumstances, prior to the expiration of the proposal validity period, the Transport Commissioner, Odisha may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Bidder may refuse the request. A Bidder granting the request shall not be required or permitted to modify its Proposal.

During the Proposal validity period, Bidders shall maintain the availability of experts nominated in the Proposal. Transport Commissioner, Odisha will make its best effort to complete negotiations within this period.

18. Format and Signing of Proposals

These instructions should be read in conjunction with information specific to the assignment contained in the Letter of Invitation, Data Sheet and other accompanying documents.

The Technical Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation and shall be attached to both the Proposals. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposals, except for unnamed printed literature, shall be signed or initialized by the person signing the Proposals.

Any interlineations, erasures, or overwriting shall be valid only if signed or initiated by the person signing the Proposal.

19. Deadline for Submission of Proposals

Proposals must be submitted to the address specified and delivered on or before the time specified.

Transport Commissioner, Odisha may, at its discretion, extend the deadline for the submission of Technical Proposal by amending the RFP, in which case all rights and obligations of the Transport Commissioner, Odisha and Bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.

From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Transport Commissioner, Odisha on any matter related to its Technical Proposal. Any effort by Bidders to influence the Transport Commissioner, Odisha in the examination, evaluation and ranking of Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.

20. Late Proposals

The Transport Commissioner, Odisha will not consider any Proposal that arrives after the deadline prescribed by office of the Transport Commissioner, Odisha for submission of Proposals.

21. Opening of Proposals

Office of the Transport Commissioner, Odisha will open Technical Proposals on the date and time specified in the RFP.

22. Evaluation of Proposals

Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such processes until information on Contract award is communicated to all Bidders.

23. Undue Influence

Any attempt by a Bidder to influence Transport Commissioner, Odisha in the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions may result in the rejection of its Proposal.

24. Clarification of Proposals

To assist in the examination, evaluation, comparison and post-qualification of Proposals, Transport Commissioner, Odisha may, at its discretion, ask any Bidder for a clarification of its Proposal. Any clarification submitted by a Bidder that is not in response to a request by the office of the Transport Commissioner, Odisha shall not be considered. The Transport Commissioner's request for clarification, and the response, shall be in writing. No change in the substance of the Proposal shall be sought, offered, or permitted, after the opening of Technical Proposals, except to confirm the correction of arithmetic errors discovered by Transport Commissioner, Odisha in the evaluation of the Proposals, if required.

25. Non-conformities, Errors and Omissions

Office of the Transport Commissioner, Odisha will correct arithmetical errors during evaluation of Technical Proposals on the following basis:

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the

decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.

- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the winning Bidder does not accept the correction of errors, its Proposal shall be disqualified. Office of the Transport Commissioner's right to accept any Proposal, and to reject any or all Proposals or re-issue the tender

Transport Commissioner, Odisha reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals or re-issue the tender at any time prior to Contract award, without thereby incurring any liability to the Bidders or onus on Transport Commissioner, Odisha.

26. Award of Contract Notification

Prior to the expiration of the Proposal validity period, Transport Commissioner, Odisha shall notify the successful Bidder, in writing, that its Proposal has been accepted. At the same time, Transport Commissioner, Odisha shall notify all other Bidders of the results of the bidding. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

27. Signing of Contract

Promptly after notification, Transport Commissioner, Odisha shall send to the successful Bidder the Contract and the Special Conditions of Contract. Pursuant to negotiations, the successful Bidder shall sign, date, and return the Contract, along with necessary supporting documents, to Transport Commissioner, Odisha. All formalities of negotiation and signing of contract will be completed within Fifteen (15) days of notification of award.

28. Earnest Money Deposit (EMD)

Bidders shall submit along with the Proposal an EMD of INR 2,00,000 (Indian Rupees Two Lakh only) through Demand Draft issued by any rationalised / schedule commercial bank drawn in favour of "Transport Commissioner, Odisha" payable at Cuttack, Odisha. The EMD of unsuccessful Bidders will be returned without any interest as promptly as possible on acceptance of the bid of the selected Bidder or when the bidding process is cancelled by Transport Commissioner, Odisha.

The EMD shall be forfeited.

- If a Bidder withdraws its bid during the period of bid validity.
- In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP document.

29. Performance Bank Guarantee.

Empanelled agency if awarded works as per terms and conditions of the tender document to be issued at a later date will need to submit performance security deposit equal to 5% of price Bid in form of Bank Guarantee. The said PBG shall be released to the empanelled agency (bidder) after 6 months subject to satisfactory completion/execution of the works as per work order.

30. Price Fall Clause

The empanelled agencies will need to ensure that price charged for the services supplied under the tender by the agency shall in no event exceed the lowest price at which the agency provides the services of identical description to any other person/client during the period of contract and that the

prices charged by the agency are not in any way higher than those quoted to or charged from the Transport Commissioner, Odisha or any other State Government or Government institutions.

If at any time during the period of contract, the firm reduces the sale price of such services to any other department/person/client at a price lower than the price chargeable under the subject contract, the agency(/ies) shall forthwith notify such reduction to the Transport Commissioner, Odisha, and the price payable under the subject contract of services supplied after the date of coming into force of such reduction shall stand correspondingly reduced for services made or to be made under the subject contract.

Empanelled agency(/ies) if awarded works as per terms and conditions of the tender document to be issued at a later date will be required to give a certificate on their bills that the rates charged by them are not in any way higher to those quoted by them to any other department of State Government, etc., during the corresponding period. The Indenting Officer will also ensure that the requisite certificate is given by the concerned agency(/ies) firm on the bills before releasing their payments.

31. Grievance Redressal Mechanism

Grievance Redressal Mechanism for participating Bidders shall be as per the details given below: A time bound Grievance Redressal Mechanism for dealing with the representations/ complaints/ letters of the participating bidders/ firms in the tendering process in the State Public Procurement will be governed by State Government Policy,

1. After the final scrutiny of the Technical Bids by Transport Commissioner, Odisha, the final status of the bidders as per Notice Inviting Tender (NIT) will be intimated to all the participating bidders/ agencies within two days of the approval of proceeding of the final Technical Committee for the said tender. The decision will be conveyed to the bidders/agencies through electronically at their registered E-Mail ID/ Hard Copy.
2. All the bidders/ firms who want to make any representation/ complaint against any issue related to their technical scrutiny of the bids may do the same within 5 working days (up to 05:00 P.M. of the Fifth Working Day) of the date of issue of letter/ intimation regarding their As per NIT status. They have to ensure that their communication is delivered/ reached within 5 working days and delay in postal will not be counted as a valid reason.
3. Transport Commissioner, Odisha will examine the representation/ complaints so received from the bidders/ firms and take a final decision on the same within 5 working days. The five working days will be counted from 6th day to 10th working day of the total Grievance allotted duration of 10 working days.
4. After the completion of the Grievance allotted duration of 10 working days, the Financial Bid will be opened.
5. No representation/ complaint in whatsoever manner from the bidders/ firms will be entertained after the opening of Financial Bid.
6. In case, some serious issue is observed during the examination of representation/complaint of the bidder/ firm as in Para (c) above, the same may be finalized/ filed or if required may be brought to the notice of Transport Commissioner, Odisha during the finalization of the subject procurement.

32. Prevention of Cartel Formation

1. In case of evidence of cartel formation by the empanelled agencies/bidder(s), the EMD is liable to be forfeited along with other actions as are permissible to Government like filing complaints with the Competition Commission of India and/ or other appropriate forums, blacklisting, etc. In case an agency is blacklisted, it will be widely published and intimated to all Departments of Government of Odisha and also to Govt. of India Agencies working in the State.

SECTION V: GENERAL CONDITIONS OF THE RFP/CONTRACT

- i. GST number required: The bidder should have a valid GST number, Failure to comply with this instruction shall render his/ her / there in complete and shall be rejected with other punitive action against the said as deemed fit by Transport Commissioner, Odisha. In any change or amendment made by the Government will be applicable according to the instructions.
- ii. Incomplete Tender(s) and Seeking Clarification(s); Tenders received in incomplete shape or found incomplete during evaluation of the bids, are liable for rejection. However, during evaluation if felt necessary by Transport Commissioner, Odisha that, further clarification(s) is/are required on any document(s) submitted by any bidder(s) then Transport Commissioner, Odisha may, at its sole discretion,
- iii. resort to any procedure(s) deemed fit and by assigning reasonable time(s), as Transport Commissioner, Odisha may decide just & proper for completion of the procedure(s). The result(s) of this/these time bound pursuit(s) shall have bearing(s) upon further evaluation/finalization of the corresponding tender(s) of the bidder(s) or on the tender for the work.
- iv. No Claim for Bidding/Cancellation of Tender, etc.: No claim shall be entertained towards any expenses made by any bidder for submission of the tender in case of cancellation/rejection/acceptance/withdrawal of the tender.
- v. Understanding the RFP Before Bidding: The agencies shall be deemed to have satisfied themselves before tendering as to the correctness and sufficiency of his tender for the works necessary for the proper completion and commissioning of the works. The tender(s) containing extraneous condition(s) are liable for rejection.
- vi. Period of contract: The period of empanelment shall be for two years from the date of signing of contract, which may be extended on same Terms & Conditions for maximum of further one year subject to satisfactory performance to be reviewed annually. The contract with the successful bidder shall be signed as per and the conditions described herein shall also be part of the agreement.
- vii. The successful bidder(s) shall execute an agreement/contract for the fulfilment of the contract on Rs.500/- non-judicial stamp paper, within ten days from the date of issuance of work award letter on acceptance of the tender. The incidental expenses of execution of agreement/contract shall be borne by the successful bidder. viii. The conditions stipulated in the agreement/contract should be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the Transport Commissioner, Odisha and forfeiture of security deposit with Transport Commissioner, Odisha.

1. Blacklisting:

An agency may be blacklisted for: -

1. Misbehaviour/ threatening to Departmental & supervisory officers during execution of work/tendering process.
2. Involvement in any sort of tender fixing /cartelization.
3. Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
4. Persistent and intentional violation of important conditions of contract.
5. Security consideration of the State i.e., any action that jeopardizes the security of the state.
6. Submission of False/ fabricated/ forged documents for consideration of a tender.

In case an agency is blacklisted, it will be widely published and intimated to all Departments of Government and also to Govt. of India Agencies working in the State.

2. Force Majeure:

Neither the agency nor Transport Commissioner, Odisha shall be considered in default in delayed performance of its obligation if such performance is prevented or delayed because of work to hostilities, revolution, civil commotion, epidemic, accidental fire, cyclone, flood, earthquake or because of any law-and-order proclamation, regulations or ordinance of the Government thereof or because of an act of god or for any cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations due the aforesaid a state of force majeure lasting continuously for a period of 03 months, the two parties may consult each other regarding the further execution of the contract for mutual settlement.

3. Jurisdiction for Legal Dispute:

That for the purpose of jurisdiction in the event of issue, if any, the contract should be deemed to have been entered by and on behalf of Transport Commissioner, Odisha will be final authority to resolve the dispute. All disputes will be adjudicated by the court at Cuttack, Odisha

4. Statutory Approvals and clearances:

The bidder shall be liable to undertake all statutory clearances, NOC and approvals from the relevant Local/State/Central/Other statutory authorities for undertaking and executing the project. The Official fee for undertaking these clearances shall be paid/reimbursed by the Transport Commissioner, Odisha. However, all incidental expenses shall be borne by the bidder.

- i. Use of Confidential Information: The Agency may be given access to Confidential Information from Transport Commissioner, Odisha to perform its obligations under this agreement. The Agency shall:
- ii. Use the Confidential Information of Transport Commissioner, Odisha only for purposes of complying with its obligations under this Agreement and, without limiting the generality of the foregoing, shall not, directly or indirectly, deal with, use, exploit or disclose such Confidential Information or any part thereof to any person or entity or for any purpose whatsoever (or in any manner which would benefit any 3rd party including any competitor of Transport Commissioner, Odisha) except expressly permitted hereunder or unless and until expressly authorized in writing to do so by Transport Commissioner, Odisha
- iii. Use reasonable efforts to treat, and to cause all its officers, agents, servants, employees, professional advisors and contractors and prospective contractors to treat, as strictly confidential all Confidential Information. In no event shall such efforts be less than the degree of care and discretion as the Agency exercises in protecting its own valuable confidential information. Any contractors engaged by or prospective contractors to be engaged by the Agency in connection with the performance of the Services shall be required to assume obligations of secrecy equal to or greater than the obligations that the Agency has assumed in this Agreement with respect to the Confidential Information not, without the prior written consent of Transport Commissioner, Odisha, disclose or otherwise make
 - a) available Transport Commissioner's Confidential Information or any part thereof to any party other than those who need to know the Confidential Information for the purposes set forth herein.
 - b) not copy or reproduce in any manner whatsoever the Confidential Information of Transport Commissioner, Odisha or any part thereof without the prior written consent of Transport Commissioner, Odisha, except where required for her own internal use in accordance with this Agreement; and
 - c) promptly upon the request of Transport Commissioner, Odisha, return and confirm in writing the return of all originals, copies, reproductions and summaries of Confidential Information or, at the option of Transport Commissioner, Odisha, destroy and confirm in writing the destruction of the Confidential Information.

- iv. The obligations of confidentiality contained in this Agreement are intended to survive the termination of this Agreement.

5. Special Clauses

1. Time is the essence in the performance of the Parties' respective obligations under the contract. If any time period specified herein is extended, such extended time shall also be of the essence; The Agency shall be provided with all relevant information in a timely manner and to ensure that it can complete the Services within the time for completion. In the event that such information is delayed or not provided the Transport Commissioner, Odisha shall in conjunction with the Agency agrees reasonable extension of time and revised date for completion.
2. All approvals, permissions, waivers, consents, confirmations, or acceptance required from the Transport Commissioner, Odisha or any one of them for any matter shall require the "prior", "written" approval, permission, consent or acceptance of the Transport Commissioner, Odisha.
3. In the event of any disagreement or dispute between the Transport Commissioner, Odisha and the Agency regarding the occurrence, determination and/or materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Transport Commissioner, Odisha as to the materiality, occurrence or determination of any of the foregoing shall be final and binding on the Agency.

6. Notices

Any notices or other communications required to be given to any Party pursuant to the Contract shall be in writing and in the English language and delivered in person or sent by registered post, courier. E-Mail or facsimile to the address of the Party set forth in the Contract, or to such other addresses as may from time to time be designated by the Party through notification to the other Party.

7. Location

- a) The Scope of Services shall be performed by the Agency as per the terms specified in the RFP Document and location will be intimated as per RFP.
- b) The Agency shall in normal course attend meetings in Cuttack or at any other place mutually agreed between the Parties for the purpose of explanations to and interactions with Transport Commissioner, Odisha as may be considered necessary.

8. Scope of Services, Commencement, Completion of the Contract

Scope of Services: The Agency shall provide the Services in terms of the scope of Services, as mentioned and in the manner provided in RFP Document and the Contract. The delivery schedule for rendering the Services shall be strictly adhered to by the Agency as per the tender document for respective works issued to the respective empanelled agency(ies).

The Agency shall provide, carry out and/or perform the Services/ Assignment as per the terms of RFP Document and the Contract. However, any change carried out in the scope of the Services after the issuance of the Letter of Commencement shall be considered under Clause 7.

9. Effectiveness of Contract

The Contract shall come into effect on the date the Contract is signed by both the Parties.

10. Commencement of Services

Notwithstanding the provision contained under clause b, the Agency shall commence the Services after execution of the Contract as mentioned in the Letter of Award issued by the Transport Commissioner, Odisha.

11. Term and Expiration of Contract

Unless terminated earlier, the Term of the contract shall commence from the date of effective date of the Contract up to the period given in the Contract.

12. Modification of the Contract

Any change, modifications or re-work carried out owing to the errors or omissions based on technical due- diligence of data and information collected by the Agency and any incidental service necessary for completeness of such work shall not be deemed as Additional Services no matter how material or substantial the revisions or additions are or no matter whether the report has been approved by the Transport Commissioner, Odisha or not. The entire responsibility of technical due diligence of data and information for carrying out the Services shall rest with the Agency.

Any modifications suggested by the Advisory Committee as per the scope of Services before the approval of any of the deliverables shall be considered and incorporated by the Agency as Additional Services

13. Termination by the Transport Commissioner, Odisha

Transport Commissioner, Odisha shall have the right to terminate the Contract, by giving not less than 15 (fifteen) days' written notice of termination to the Agency; to be given after the occurrence of any of the events specified in paragraphs (a) through (i).

- a) If the Agency does not remedy or cure a default / failure in the performance of the Services under the Contract, within a period of 15 (fifteen) days after being notified by Transport Commissioner, Odisha or within such further period as Transport Commissioner, Odisha may have subsequently approved in writing. After Three such notices Transport Commissioner, Odisha will have the right to terminate the contract.
- b) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a continuous period of not less than 60(sixty) days.
- c) If the Agency becomes insolvent or bankrupt or its entire net worth becomes negative or goes into insolvency or receivership whether compulsory or voluntary.
- d) If the Agency submits to Transport Commissioner, Odisha a statement which has a material effect on the rights, obligations or interests of the Transport Commissioner, Odisha and which the Agency knows to be false;
- e) If the Agency, in the reasonable judgment of Transport Commissioner, Odisha has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- f) For the purpose of this Clause:
"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of Transport Commissioner, Odisha and public official in the selection process or in Contract execution.
"Fraudulent practice" means a misrepresentation of facts in order to influence selection process or the execution of a Contract to the detriment of Transport Commissioner, Odisha, and includes collusive practice among Agency (prior to or after submission of proposals) designed to establish prices at artificial non- competitive levels and to deprive Transport Commissioner, Odisha of the benefits of free and open competition.
- g) If Transport Commissioner, Odisha, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.
- h) In case the Agency does not perform the Services as per the Contract.

14. Obligations of the Agency

The Agency shall provide the Services and carry out and perform its obligations hereunder with all due diligence, professional prudence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Agency shall always act, in

respect of any matter relating to the Contract or to the Services, as faithful advisers to the Transport Commissioner, Odisha, and shall at all times support and safeguard the Transport Commissioner's legitimate interests in any dealings with the Sub Agency or any Third Party.

15. Indemnity

The Agency shall indemnify, protect and defend for each Stage, the Transport Commissioner, Odisha at the Agency's own expense, from and against all actions, claims, losses or damages arising out of Agency's failure to perform its obligation.

The Agency shall indemnify the Client and shall hold the Transport Commissioner, Odisha harmless from any claims by any Third Party against the Client for adopting the Agency's reports, certification and recommendation and use of other intellectual property supplied by the Agency under the Contract.

16. Penalty

Empanelled agency(/ies) if awarded works as per terms and conditions of the tender document to be issued at a later date will need to perform the Services in accordance with the timelines/ delivery schedule specified in the tender document for specific works as issued at later dates during the contract period. The Agency shall be liable to pay penalty for any Delay in the delivery of the Services. The applicable rate of penalty to be recovered from Agency shall be 0.5% of the Fees per week of delay (subject to maximum of 5% of total Fee provided therein) in providing Services for each deliverable of respective Stage indicated in the tender document for subject works.

17. Security Deposit

Empanelled agency(/ies) if awarded works as per terms and conditions of the tender document to be issued at a later date will need to submit performance security deposit equal to 5% of price Bidding form of demand draft. The said Security Deposit shall be released to

The "awardee" empanelled agency (bidder) after 6 months of satisfactory completion/execution of the works as per awarded tender.

Agency's Representations and Warranties Agency represents and warrants to the Transport Commissioner, Odisha that:

18. Corporate Existence and Power

The Agency (a) is duly formed legal entity, validly existing and in good standing under the laws of their incorporation; (b) have all requisite approvals, power and authority to enter into and execute the Contract.

19. Authorization, No Contravention

The execution, delivery and performance by the Agency of the Contract and the transactions contemplated therein (a) have been duly and validly authorized by all necessary corporate action of the Agency (b) do not violate, conflict with or result in any breach, default or contravention of any law applicable to the Agency, including Applicable Law. The Contract constitutes the legal, valid and binding obligations of the Agency, enforceable against the Agency in accordance with its terms.

20. Litigation

There are no contractual or tortious or any other claims pending against the Agency or that have been threatened in arbitration or before any judicial authority against the Agency which could have an adverse effect on their ability to perform their Services under the Contract.

21. Corrupt Practices

The Agency have not made, directly or indirectly, any material payment or promise to pay, or material gift or promise to give, or authorized such a promise or gift, of any money or anything of material

value, directly or indirectly, to any official of any Government or the Transport Commissioner, Odisha or its shareholders or any political party or official thereof or any of their Affiliates and Associates for the purpose of influencing any such official or inducing him or her to use his or her influence to affect any act or decision in relation to the Contract or the Assignment, including the appointment of the Agency.

22. Expertise of the Agency

The Agency have and shall apply the reasonable professional skills and expertise to undertake the Services required under the Contract expeditiously and consistent with reasonable professional skill and care, good industry practices. Each of the representations made and warranties given above are and shall be true and correct as of the date of the execution of the Contract and any the Agency alone shall be responsible and liable for any consequences arising from their incorrectness.

23. Obligations of the Client Services and Facilities

Transport Commissioner, Odisha shall, on best effort basis, make available to the Agency the information, Documents and seating facilities required for satisfactory completion of this Assignment as may be available with it the Governing Law

Annexure A: Covering Letter

(ON BIDDER'S LETTER HEAD)

[Location, Date]

To,

The Transport Commissioner, Odisha,
6th Floor, Rajaswa Bhawan,
Cuttack – 753002

Subject: Request for Proposal (RFP) for empanelment of Professional Agencies for Event Management, Branding Activation, Printing, Photos and Videography activities for the office of Transport Commissioner, Odisha.

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No. Dated: I hereby submit the proposal which includes this technical proposal. Our proposal will be valid for acceptance up to 180 Days from the date of submission of the bid and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate based on the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further precontract costs. In case, any provisions of this RFP/ToR including of our technical proposal is found to be deviated, then your department shall have rights to reject our proposal including for feature of the Earnest Money Deposit absolutely. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive. I remain,

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: -----

Address of Bidder:-----

Annexure B: Bidders Details

Bidder's Organization (General Detail)

Sl. No.	Description	Full Details
1.	Name of the Bidder	
2.	Address for communication: Tel: Fax: Email id:	
3.	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No.: Email id:	
4.	Registration / Incorporation Details Registration No: Date & Year.:	
5.	Bid Document Fee Details Amount: Reference No.: Date: Name of the Bank:	
6.	EMD Details Amount Reference No.: Date: Name of the Bank:	
7.	PAN Number	
8.	Goods and Services Tax Identification Number (GSTIN)	
9.	Willing to carry out assignments as per the scope of work of the RFP	YES
10.	Willing to accept all the terms and conditions as specified in the RFP	YES

Authorized Signatory [In full and initials]:_____

Name and Designation with Date and Seal:_____

Annexure C: Financial Turnover Capacity of Bidder

Bidder Organization (Financial Details)

Financial Information in INR				
	FY 2021-22	FY 2022-23	FY 2023-24	Average
Annual Turnover/ Revenue (in Lakhs)				

Supporting Documents:
CA Certificate and Audited Financial Statements (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)

Authorized Signatory [In full and initials]:_____

Name and Designation with Date and Seal:_____

Annexure D: Format for Power of Attorney

(On Bidder's Letter Head)

I, _____, the (Designation) of (Name of the Organization) in witness whereof certify that <Name of person> is authorized to execute the attorney on behalf of <Name of Organization>, <Designation of the person> of the company acting for and on behalf of the company under the authority conferred by the <Notification / Authority order no.> Dated <date of reference> has signed this Power of attorney at <place> on this day of <day><month>, <year>.

The signatures of <Name of person> in whose favor authority is being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder

Annexure E: Affidavit

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

Name of Work: Request for Proposal (RFP) for empanelment of Professional Agencies for Event Management, Branding Activation, Printing, Photos and Videography activities for the office of Transport Commissioner, Odisha.

I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct. I also understand in case of wrongful/false information, corporation is entitled to take any civil & criminal punitive action against me/us.

- The undersigned also hereby certifies that neither our firm M/s[•] nor any of its constituent partners have abandoned any work in India nor any contract awarded to us has been rescinded during last three years, prior to the date of this bid,
- The undersigned hereby authorize(s) and request(s) any bank, person, authorities, government or public limited institutions, firm or a corporation to furnish pertinent information deemed necessary and requested by the Transport Commissioner, Odisha to verify our statement or our competence and general reputation etc.
- The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Transport Commissioner, Odisha.
- The Transport Commissioner, Odisha and its authorized representatives are hereby authorized to conduct any inquiries or investigation to verify the statements, documents, and information permitted in connection with this bid and to seek clarification from our bankers and clients regarding any financial and technical aspects. The Affidavit will also serve as authorization to any individual or authorized representative to any institute referred to in the supporting information, to provide such information deemed necessary and requested by representative of State Transport Authority, Odisha to verify statements and information provided in the Tender or with regard to the resources, experiences and competence of the Bidder.

Signed by the Authorized

Signatory Title of the Office

Name of the firm Date

Annexure F: Non-Blacklisting Declaration

To,
The Transport Commissioner, Odisha,
6th Floor, Rajaswa Bhawan,
Cuttack – 753002

Sub: Request for Proposal (RFP) for empanelment of Professional Agencies for Event Management, Branding Activation, Printing, Photos and Videography activities for the office of Transport Commissioner, Odisha.

Ref. No.: Tender No. _____

Dear Sir,

In response to the Tender invited by you, I/We have examined the general conditions and other terms and conditions of the contract, and I/We agree to abide by all instructions in these documents attached hereto and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice. I/We also undertake that I/we have not been blacklisted by any PSU or debarred by any PSU/ Govt. Organization at any time.

Yours faithfully,

Authorized Signatory of the Bidder
along with Date & Seal