

GOVERNMENT OF INDIA
MINISTRY OF INFORMATION & BROADCASTING
CENTRAL BUREAU OF COMMUNICATION
SoचनाBhawan, Phase 4, C.G.O. Complex, New Delhi - 110003


RFP DOCUMENT

**Request for Proposal (RFP) for empanelment of Outdoor Agencies for Hoardings
in campaigns of Central Bureau of Communication (CBC)**


RFP No: 21/01/HRD/2223/OM dated 10January 2023

1. CBC is the nodal organization for paid outreach campaigns through Print Media, Electronic Media, Outdoor Media, Internet Websites, etc. on behalf of client Ministries/Departments and organizations of Government of India in pursuance of para VI (23) of Allocation of Business Rules, 1961 on "Production and release of advertisements on behalf of the Government of India."
2. In view of Clause 6 of the Policy Guidelines for Rate Fixation and Advertisement Release in Outdoor Media and Personal Media for Government Advertisements, CBC intends to empanel outdoor agencies under 'Category B' outdoor media for providing advertising services via hoardings for Outdoor media campaigns of CBC as mentioned in Part-II of this RFP.
3. Technical Bids in sealed covers are invited from the outdoor agencies, for and on behalf of DG, CBC. Based on the bids a state-wise technically qualified outdoor agencies will be included in the panel of outdoor advertisers. Please superscribe the above mentioned title, RFP number and date of opening of the Bids on the sealed cover to avoid the bid being declared invalid. The bid should be submitted in sealed envelopes along with the soft copy of technical bids in CD. **All the envelopes should be enclosed in another sealed envelope superscribed with the RFP number and due date with name of the Bidder and the contact details.**
4. The address and contact numbers for sending Bids or seeking clarifications regarding this EoI are given below:

a.	Bids/queries to be addressed to	TusharKarmakar, Production Manager (OM), Outdoor Media Wing, CBC
b.	Postal address for sending the Bids	Room No: 165, 1 st Floor, SoचनाBhawan, Lodi Road, New Delhi -110003
c.	Name/designation of the contact personnel	D.J.Mitra, Asstt. Production Manager (OM), Outdoor Media Wing, CBC
d.	Telephone number of the contact personnel	011-24369359
e.	e-mail ids of contact personnel	cbc.outdoor-moib@gov.in


तुषार करमाकर / Tushar Karmakar
उत्पादन प्रबंधक (वा.प्र.)
Production Manager (O.P.)
केन्द्रीय संचार ब्यूरो / CBC
सू. प्र. मंत्रालय / Min. of I & B
भारत सरकार, नई दिल्ली
Govt. of India, New Delhi

5. This EoI is divided into five parts as follows:
- Part I: Contains General Information and instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, validity period, etc.
- Part II: Containing essential details of scope of work, eligibility criteria and technical qualifications etc.
- Part III: Contains Standard Conditions of RFP which will form part of the rate contract.
- Part IV: Contains special conditions applicable to this RFP and which will also form part of the rate contract.
- Part V: Contains Evaluation Criteria and Format for Submission of Bids.
6. This RFP is being issued with no financial commitment and CBC reserves the right to change or vary any part thereof at any stage. CBC also reserves the right to withdraw the RFP at any stage.


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Part I – General Information

1. Last date and time for submitting the Bids: 28/02/2023 – up to 06:00 PM

The sealed Bids should be deposited / reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. Manner of depositing the Bids: Sealed Bid should be submitted at the address mentioned in para (4) at first page of this RFP, by hand or by registered post so as to reach by the due date and time. **Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery / non receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.** Only those bids which are submitted to the mentioned address within due date and time will be opened.

3. Time and date of opening of Technical Bids: 01/03/2023 – 11:00 AM

If due to any exigency, the due date for opening of the proposals is declared a closed holiday, the proposals will be opened on the next working day at the same time or on any other day/time, as intimated by the CBC.

4. Place of opening the Bids & Presentation:

Conference Room, 2nd Floor, CBC, Sochna Bhawan, Lodi Road, New Delhi - 110003

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of technical Bids on the due date and time. The eligible agencies will be decided based on the qualification documents. **This event will not be postponed due to non-presence of representative of any Bidder.**

5. Forwarding of Bids: Bids should be forwarded by the Bidders under their original memo/letter pad inter alia furnishing details like **PAN Number, GST Number, Bank Branch address with e-payment Account etc.** with complete postal & e-mail address of their office and the mobile number on which the Agency can be contacted.

6. Clarification regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents may forward the queries vide e-mail to – cbc.outdoor-moib@gov.in referring the RFP title, number and date, not later than 15 days prior to the last date of submission of the Technical Bids. Copy of the queries and CBC's clarification will be posted on CBC's website – www.davp.nic.in for information of all prospective bidders.

7. Modification and Withdrawal of Bids: A bidder may modify or withdraw his/her bid after submission provided that the written notice of modification or withdrawal is received by CBC prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by e-mail but it should be followed by a ink signed confirmation copy to be sent by post and such signed confirmation should reach CBC not later than the deadline for submission of bids. **No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified.**

8. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, CBC may, at its discretion, ask the bidder for clarification of his/her bid. The request for clarification will be given in writing and no change in substance of the bid will be sought, offered or permitted. **No post-bid clarification on the initiative of the bidder will be entertained.**
9. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. **Conditional tenders will be rejected.**
10. **Validity of Bids:** The Bids should remain valid for a period of one year from the last date of submission of the Bids.
11. **Earnest Money Deposit: No Earnest Money Deposit will be levied from the Bidders.**
12. **Single bid system:** It is a single bid system. The eligible bidders will be declared after due evaluation of the eligibility documents. Thereafter, the state-wise panel of technically qualified agencies will be prepared. The agencies will be empanelled after physical verification of the premises of the agency. As there will not be any financial BID this time, the technically qualified agencies will be offered the already discovered rates for the eligible states. The financial bids will be invited from the empanelled agencies as and when the necessity arises.
13. **Preparation of Proposal:** The Respondent shall comply with the following related information during preparation of the proposal-
 - a. The Proposal shall conform to provisions of RFP. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.
 - b. The Proposal shall be typed or written in indelible ink (if required) and shall be signed by the Respondent or duly authorized person(s) to bind the Respondent to the contract. The letter of authorization shall be indicated by written power of attorney and shall accompany the Proposal.
 - c. Proposals received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above received prior to the closing time and date of the proposal shall be taken as valid.

Part II – Essential Details of Services Required

1. **Aim & Objective:** The Policy Guidelines for Rate Fixation and Advertisement Release in Outdoor Media and Personal Media for Government Advertisements define

Category B Outdoor media as the media which are not covered under advertising rights and the agency does not have any prior agreement with, or exclusive rights from, any public or private body. One such media is Hoardings. CBC intends to empanel outdoor agencies under Category B outdoor media and discover rates for the same for providing advertising services via hoardings for Outdoor Media campaigns of CBC.

2. Scope of Work:

- a. Hoardings would be required to be displayed in any State of India in the Capitals/Cities /District Headquarters/ Major Towns/ Tehsils & Blocks outside Headquarter limits as per the requirements and instructions of CBC.
- b. The existing prominent hoarding sites as well as new sites which would eventually be acquired or constructed will be considered for registration.
- c. The hoardings will be hired keeping in view the communication and outreach needs of CBC.
- d. The hoardings will be required to be displayed at prominent locations with good visibility such as market places, main roads and junctions, bus stands, outside DM/BDO/panchayat office etc. to give proper visibility to CBC campaigns.
- e. The size of the hoardings will generally be 20' X 10' but must be within the range of 200 sqft to 800 sqft per hoarding. CBC can specify the size and locations of the hoardings for its campaigns as per the requirements and budget of the campaign.
- f. The hoarding should be erected on iron girders with iron structure for flex in such a manner that it is strong enough to withstand all hazards to the maximum extent possible. The instructions issued from time to time in this regard will be binding on the agency. In case of any injury to any person(s) due to fall of the hoarding/structure, CBC will not responsible in any manner for the same.

- 3. Nature and period of Engagement:** The empanelment of agencies will be valid for six years from the date of notification of the technically qualified panel of agencies. Please note that engagement/contract can be cancelled unilaterally by the CBC being customer, in case services are not received as per quality and standard specified in the RFP and contract within the contracted period. CBC reserves the right to exercise the option clause and repeat the order clause as per text given in Part IV of this RFP.

Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor/Supplier in the contract) as selected by CBC. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is given in Annexure-II.
4. **Penalty for use of Undue influence:** The agency undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of CBC or other wise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the agency or any one employed by it or acting on its behalf (whether with or without the knowledge of the agency) or the commission of any offers by the agency or anyone employed by it or acting on its behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle CBC to cancel the contract and all or any other contracts with the agency and recover from the agency the amount of any loss arising from such cancellation. A decision of CBC or its nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the agency. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the agency towards any officer/employee of CBC or to any other person in a position to influence any officer/employee of CBC for showing any favour in relation to this or any other contract shall render the agency to such liability/penalty as CBC may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by CBC.

5. **Agents/Agency Commission:** The agency confirms and declares to CBC that the agency is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the contractor, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The agency agrees that if it is established at any time to the satisfaction of CBC that the present declaration is in any way incorrect or if at a later stage it is discovered by CBC that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract the agency will be liable to refund that amount to the CBC. The agency will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. CBC will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the agency who shall in such an event is liable to refund all payments made by CBC in terms of the contract along with interest at the rate of 2% per annum above 18% penal rate. The CBC will also have the right to recover any such amount from any contracts concluded earlier by agency with the Government of India or with CBC.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of CBC that the agency has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the agency, on a specific request of CBC shall provide necessary information/inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** Except with the written consent of CBC, the agency shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.

8. **Penalty and Liquidated Damages:** In the event of the Agency failure to submit the Bonds, Guarantees and Documents, provide the satisfactory services as specified in this contract, CBC may, at its discretion, withhold any payment until the completion of the contract. CBC may also deduct from the agency as agreed, liquidated damages to the sum of 1% of the contract price of the delayed services mentioned above for each day subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.

9. **Termination of Contract:** CBC shall have the right to terminate this Contract in part or in full in any of the following cases:

- a. If an agency fails to honour CBC release orders without valid grounds twice in a span of six (6) months, the agency is liable to be temporarily suspended for a period of two (2) months from CBC panel. If an agency is temporarily suspended twice during the term of empanelment or during the term when their rate is valid, the agency is liable to be permanently de-empanelled by CBC and may be barred from participating in next tender process/rate contracts.

- b. The agency is declared bankrupt or becomes insolvent.
- c. The provision of services is delayed due to causes of Force Majeure by more than 01 months.
- d. CBC has noticed that agency has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
- e. As per decision of the Arbitration Tribunal.
- f. As per Para (8) of Part IV of RFP.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting:** The agency has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

12. **Patents and other Intellectual Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights. The Contractor shall indemnify CBC against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The contractor shall be responsible for the completion of the services in satisfactory manner during the currency of the contract.

13. **Amendments:** No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Statutory Duties & Taxes:**

- a. Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the agency. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to CBC by the agency. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.
- b. If it is desired by the Bidder to ask for the GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability will be developed upon CBC.
- c. On the Bids quoting GST, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the agency at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.

15. **Pre-Integrity Pact Clause:** An "Integrity Pact" would be signed between CBC & successful agency / bidder. This is a binding agreement between CBC and Agency for specific contracts in which CBC promises that it will not accept bribes during the procurement and services process and bidder promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with CBC to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:

- a. A pact (contract) between the CBC (Principal) and successful Bidder for this specific activity (the successful Bidder);
- b. An undertaking by the Principal (i.e. CBC) that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- c. A statement by successful Bidder that it has not paid, and will not pay, any bribes;
- d. An undertaking by successful Bidder to disclose all payments made in connection with the contract in question to anybody (including agents and other middlemen as well as family members, etc. of officials); the disclosure would be made either at the time of signing of contract or upon demand of the Principal, especially when a suspicion of a violation by that successful bidder/contractor emerges;
- e. The explicit acceptance by successful Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- f. Undertaking on behalf of a successful Bidding agency will be made "in the name for and on behalf of the company's Chief Executive Officer".
- g. The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertaking:
 - i) Denial or loss of contracts;
 - ii) Forfeiture of the bid security and performance bond;
 - iii) Liability for damages to the principal (i.e. CBC) and the competing Bidders; and
 - iv) Debarment of the violator by the Principal (i.e. CBC) for an appropriate period of time.
- h. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviors and compliance program for the implementation of the code of conduct throughout the company.

Part IV-Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder. (i.e. the Agency in the contract) as selected by CBC. Failure to do may result in rejection of Bid submitted by the Bidder.

1. Performance Guarantee: EMD of the successful bidder shall be retained as the Performance guarantee during the time of the job award.

2. Option clause: The contract will have an Option Clause, wherein CBC can exercise an option to hire service of the agency for additional number of deliverables as listed in the original contract in accordance with the same rate, terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of CBC to exercise this option or not.

3. Repeat Order Clause: The contract will have a Repeat Order Clause, wherein CBC can order up to same number of deliverables numbered under the present contract within currency of the contract at the same rate, terms & conditions of the contract. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of CBC to place the Repeat Order or not.

4. Payment Terms: It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that e-payments could be made through instead of payment through cheques. The payment will be made upon satisfactory performance of work and no advance payment would be made at any cost.

5. Paying Authority: The payment would be made by CBC on submission of following documents:

(i) Ink signed copy of the Agency's bills

(ii) Satisfactory Performance report submitted by supervising officer (wherever applicable as per the contract)

(iii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account Number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).

(iv) Any other document / certificate that may be provided for in the Job Order / Contract.

(viii) Copy of PBG.

6. Fall Clause: The following Fall clause will form part of the contract placed on successful Bidder:

(a) The price charged for the services supplied under the contract by the Agency shall in no event exceed the lowest price at which the Agency provides the services of identical description to any persons/organization including CBC or any department of the Central Government or any department of state government or any statutory undertaking of the central or state government as

the case may be during the period till performance of all services placed during the currency of the contract is completed.

- (b) If at any time, during the said period the Agency reduces the service price or offer to provide services to any person/organization including CBC or any department of the Central Government or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract. Such reduction of services offer of the price shall stand correspondingly reduced.
- (c) The Agency shall furnish the following certificate to CBC along with each bill for payment for services made against the contract – “We certify that there has been no reduction in service price of the services provided to the Government under the contract herein and such services have not been offered/sold by me/us to any person/organization including CBC or any department of Central Government or any department of a state Government or and Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of services against all job orders/contract placed during the currency of the Contract at price lower than the price charged to the government under the contract.”

7. Risk & Expense clause:

- i) Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective services is made in respect of the services thereof, CBC shall after granting the Agency seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- ii) Should the services thereof not perform in accordance with the specifications/parameters provided by CBC during the check proof tests to be done by CBC, CBC shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- iii) In case of a contractual breach that was not remedied within 07 days, CBC shall, having given the right of first refusal to the contractor be at liberty to provide services from any other source as he thinks fit, of the same or similar description to services
- iv) Any excess of the services price, cost of services or value of any services procured from any other contract as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Agency by CBC.

8. Force Majeure Clause:

- a) Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any

other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

- b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e) If the impossibility of complete or partial performance of an obligation lasts for more than one month either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

9. Misc. terms & conditions of the contract:

- The agency shall provide the required services as and when demanded by the CBC. The personnel engaged for the services in the CBC shall be the employees of the Agency and will take their remuneration/wages from the Agency. They will have no claim of whatsoever nature including monetary claim or any other claim or benefits from the CBC. The Agency shall make its own arrangement for commuting the personnel requisitioned, to the CBC offices wherever located in the areas of New Delhi/Delhi and back.
- The agency will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing the services. Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the Agency and the CBC shall not be responsible for any such liability. The Agency shall undertake to indemnify the CBC for any liability under any law arising out providing the services as per the contract.
- During the subsistence of the contract, the CBC shall not undertake any monetary liability other than the amount payable to the Agency for the services as per the contract. Other liabilities, if any, shall be solely rest on the Agency. Even if the CBC has to bear such liabilities on unforeseen circumstances/occasions, the CBC will recover such amount from the Agency by adjusting the amount payable to them.
- The Agency shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable or which might become applicable to the N.C.T. of Delhi with regard to performance of the work included herein or touching upon this contract.
- If the Agency fails to provide satisfactory performance, the CBC shall be at liberty to terminate the contract and withhold the Security Deposit or the balance payment of the contractor, etc. The CBC reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term & condition at any time during the currency of the contract.

10. **Indemnity:**

- **Mutual Indemnification** - Each party shall defend and indemnify the other, its officers and employees from and against any damages to real or tangible personal property and / or bodily injury to persons, including death, resulting from its or its employees' negligence or wilful misconduct.
- **Intellectual Property Indemnities** - Bidder shall defend and indemnify CBC from and against any suit, proceeding, or assertion of a third party against CBC based upon a claim that any of the system or part of the system supplied by the Bidder including third party components, infringes any valid patent, copy right, trade secret, or other intellectual property right under any country's national or international laws. If a claim pursuant to above occurs, Bidder shall take all necessary remedial actions at its own cost. Bidders shall safe guard CBC operations and protect CBC against any penalty and / or liability arising out of such claim.

11. **The Bidder shall bear all the costs associated with the preparation and submission of its bid, and CBC will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.**

12. **The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.**

13. Amendment of Bidding Documents (Corrigendum)

- a. At any time prior to the deadline for submission of bids, CBC may, for any reason, whether at its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
- b. In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids CBC, at its discretion, may extend the deadline for the submission of bids.

Part V – Evaluation Criteria & Price Bid Issues

1. **Evaluation Criteria:** The selection of agency will be done through a single bid system i.e. 'Technical bid'. **All evaluation (Technical) would be done by a Committee duly constituted by the Competent Authority in CBC.** During evaluation of Proposals, CBC, may, at its discretion, ask the Respondents for clarification of their Proposals. The process for Evaluation / Selection is as given below:

- **Preliminary Scrutiny:** Preliminary scrutiny of the technical bids for eligibility will be done to determine whether the Proposal is complete, whether the documents have been properly signed and whether the bid is generally in order and given by due date. Bids not conforming to such preliminary requirements will be prima facie rejected.
- **Technical Evaluation:** Technical Bids would be opened only for those Respondents, who are qualified and short-listed based on the documents submitted. If a Technical Bid is determined as not substantially responsive, the committee will reject it. CBC will empanel agencies through an All-India bid or State-wise bids depending on the eligibility conditions. Agencies eligible to participate in the All-India bid can bid for rates across all States/UTs whereas agencies not-eligible to participate in the All-India bid can only bid for rates across only those States/UTs where it is eligible.

a) The general eligibility conditions for empanelment under Category B media of hoardings is as follow:

	Eligibility Conditions	Documents to be submitted
1.	Experience	
	Agency should have at least 3 years experience in Outdoor media.	1. Certificate of incorporation, registration of company. 2. Photocopies of few work orders (pertaining to applied media ie., Hoarding of rented site and other than sole right) executed in past 3 years and All the work orders of past six (6) months. 3.PAN /TAN 4. GST Certificate
	Start-up agencies should have atleast 1 year experience in Outdoor media.	DPIIT certificate of registration as start-up
2.	Turnover	
	Agency should have a minimum turnover of Rs. 1	1 Notarized copy of Annual

	crore per annum in the last two Financial Years if it is participating in the All-India bid	Return as per company's act/income tax act/ CA certified return of past two years. 2. Notarised copy of GST return (GST return in R1 for invoices pertaining to hoarding only)
	Agency should have a minimum turnover of Rs. 25 lakhs per annum in the last two Financial Years if it is participating in the State-wise bid	
	This condition is waived in case of start-up agencies registered with DPIIT	DPIIT certificate of registration as start-up
3.	Printing Capacity	
	Agency should have the capability to print the flex/vinyl material on its own or should have arrangement with other vendors for getting the hoarding work done.	a) Ownership or rent agreement of the premises, bills of purchase of machines, ESI receipts for the employees b) Agreement with other vendors, copy of bills paid to other vendors, etc.
4.	Availability of Inventory	
	An agency should have authorized access to at least fifty (50) sites each , across at least five (5) States/ UTs, to be eligible for all India bids.	Tax receipts, agreement with other vendors
	An agency should have authorized access to at least fifty (50) sites each , in a minimum of one and maximum of four (4) states to be eligible for bidding for that concerned State/UT.	Agency's existing prominent hoarding sites with geo-tagged location address to be provided in a CD for the State/States for which bid is submitted. Evidence of previous transaction for display of hoardings Invoice from hoarding site owner with GST R1. The hardcopy of the list of locations should also be duly certified by the authorized signatory and submitted.
5.	Regional Offices	
	Agency should have offices across five (5) or more states in order to be eligible for All India bid.	Details of registered office such as copy of ownership of premises, rent agreement of premises, electricity bills of past six months.
	Agency should have offices across the State(s) it is bidding for to be eligible for that State's bid.	

- b) In addition to the above, the following must also be ensured to be technically qualified:
- The agency should NOT have been disqualified by CBC after empanelment or been a defaulter of CBC in five (5) year preceding the date of application.
 - The agency should not have been blacklisted by Central Government or any State Government.
 - The Agency should NOT be involved in a criminal act for which the proprietor or Director or promoter of the agency has been convicted by a Court of law or for which the proceedings are pending in a court of law.

- c) CBC reserves the right to physically inspect the official premises of the agency as well as the sites available with the agency.
- d) All the required documents should be pertaining to display of hoarding (Rented sites, not sole right)

- **Technically qualified Respondents:** The State-wise list of agencies found technically qualified as per the above eligibility criteria will be notified by CBC. Date of opening of Financial Bids will be intimated after evaluation and acceptance of Technical Bids by CBC.
- The contract entered into will be all-inclusive basis, including good quality printing & mounting of flex (black-back flex), maintenance of the hoarding throughout the contract period, rent of the site, municipal tax/advertising tax /any other tax /cess/toll if any, and third party risk etc.
- The decision of the committee will be final and binding. CBC reserves the right to accept or reject a proposal without assigning any reason thereof.

2. Award of Contract: After final evaluation of the technical proposal, CBC will notify the successful Respondents in writing that their Proposal has been accepted.

3. IMPORTANT: The agencies already provisionally empanelled with CBC need not to apply/participate for same state

EMD Bank Guarantee format

Whereas.....(hereinafter called the "Bidder")
has submitted their offer dated.....for the services and supply of
.....

(hereinafter called the "Bid") against the customer's request for proposal
No.....

KNOW ALL MEN by these presents that WE..... of
..... having our registered office at
..... are bound
unto.....(hereinafter called the "Customer")
in the sum of..... for which payment will and
truly to be made to the said Customer, the bank binds itself, its successors and
assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day
of.....20..

The conditions of obligation are:

- (i) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (ii) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
 - a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Customer up to the above amount upon receipt of its first written demand, without the customer having to substantiate its demand, provided that in its demand the customer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch)

Format of Arbitration Clause - Indigenous Private bidders

- (i) All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
- (ii) Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- (iii) Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- (iv) The sole Arbitrator shall have its seal in New Delhi or such other place in India as may be mutually agreed to between the parties.
- (v) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- (vi) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- (vii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note: In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Contractor.

Performance Bank Guarantee Format

From:

Bank _____

To

The President of India through Bureau of Outreach & Communication
Ministry of Information & Broadcasting
Government of India
New Delhi.

Dear Sir,

Whereas you have entered into a contract No.
Dt.....(hereinafter referred to as the said Contract with
M/s....., hereinafter referred to as the
"Contractor/Supplier" for supply of services as per Part-II of the said contract to the
said contractor and whereas the contractor/supplier has undertaken to produce
a bank guarantee for 10% of total Contract value amounting
to.....to secure its obligations to the President of India. We
the..... Bank hereby expressly, irrevocably and
unreservedly undertake and guarantee as principal obligors on behalf of the
contractor/supplier that, in the event that the President of India declares to us that
the goods have not been supplied according to the Contractual obligations under the
aforementioned contract, we will pay you, on demand and without demur, all the
any sum up to a maximum of
Rupees.....only. Your written demand shall be conclusive evidence
to us that such repayment is due under the terms of the said contract. We undertake
to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and
guarantee by any arrangements, variations made between you and the
Contractor/supplier indulgence to the Contractor/Supplier by you, or by any
alterations in the obligations of the Contractor/Supplier or by any forbearance
whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for 14 months from the effective date of
contract according to the contractual obligations under the said contract.

5. Unless a demand or claim under this guarantee is made on us in writing or on
before the aforesaid expiry date as provided in the above referred contract or unless
this guarantee is extended by us, all your rights under this guarantee shall be
forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be
discharged by any change in the constitution of the bank or in the constitution of
M/s.....

Format for RFP (Technical Bid)

The following format is to be filled accurately and placed at the RFP of "Technical Bid" and along with supported documents in chronological order:

1. Name of Agency:

2. Contact Details

A. Head Office:

- a) Address
- b) Landline No.
- c) E-mail
- d) Mobile No.

Documents to be submitted:

- Notarized copy of legal procession & premises (such as ownership deed, rent agreement, electricity bills etc)

B. Branch Office (if any)

- a) Address
- b) Landline No.
- c) E-mail
- d) Mobile No.

Documents to be attached:

- Notarized copy of legal procession & permission (such as ownership deed, rent agreement, electricity bills etc)

C. Authorized representative

- a) Contact Person
- b) Address
- c) Landline No.
- d) E-mail
- e) Mobile No.

3. Legal Status of Company:

Documents to be attached:

Notarized copy of legal document of the firm) Details of Owner (Proprietor/Partner/Directors) of company

4. Details of GST

- a) GST No.
- b) TAN no.

Documents to be attached:

Notarized copy of registration of GST & TAN

5. Whether applying for All-India basis or State-specific:

6. Please name the states (if state specific):

7. Details of Authorized access of Hoardings (State/City wise)

State	City	Location	Length	Height	Latitude	Longitude	Document attached

Documents to be attached:

- 1) Notarized copy of agreement with land owner
- 2) Tax paid to local authority
- 3) Photographs & each location in close-up & long shot view any other documents providing authority over display right on the said site.
- 4) Geo coordinate of the locations along with map pointing to be submitted in CD
- 5) Receipt of amount paid to site owner and to civic authority
- 6) Validity of sole right

8. Details of all work done in last three years and six months for the display & applied category of Outdoor medium (Hoardings) year wise

Sl. No	Work order number	Date of work order	Work order giving organization	Invoice number
	Total			

Documents to be attached:

- 1) Details of all the work order of past six month is to be submitted
- 2) The invoice must contain GST No. GST statement R1 against all invoices of past 6 months and few invoices of past two year to be submitted.
- 3) Self-attested copies of work order & invoice for the same
- 4) In case no work executed, same is to be declared in separate undertaking along with the reason thereof, if any.

9. Submit an affidavit on stamp paper stating on oath that the details submitted by you on Performa are true and correct.

10. Any other relevant information

List of documents attached in chronological order

Sl.No.	Name & required document	Quantity	Remark
Total			

DECLARATION

I (Name of the capital letter) working an (organization) in (Name of agency) authorized by the owner (Name in capital letter and capacity of ownership by proprietor, Director etc) to certify and undertake that the all the information furnished above is true and correct to the best of my / our knowledge and I have read and understood the terms and conditions contained in the RFP/ Tender Document. I understand that in case any deviation is found in the above statement at any stage. I / We will be blacklisted and will not have any dealing with the BOC in future.

Date:

(Signature)

Place

(Name & Designation of Authorized Signatory)

SEAL OF THE ORGANISATION