

**22201/I&B/Outreach/Mobile Vans/22-23 (Part-2)**  
**Central Bureau of Communication**  
**Ministry of Information & Broadcasting**  
**Government of India**  
**Soochna Bhawan, C.G.O. Complex, New Delhi – 110003**

**Date: 23.11.2023**

**ADVISORY**

**Subject: Offer of rate contract to interested agencies / vendors for engagement of additional agencies / vendors for Mobile Performing Vans in bulk quantity for disseminating information about Government's schemes, programmes, initiatives etc. on behalf of Central Bureau of Communication (CBC), Government of India for long duration campaigns.**

1. Only technical proposals are invited from interested agencies / vendors in sealed cover for engagement with CBC at the rate contract discovered under financial re-bids vide No. 22201/I&B/Outreach/Mobile Vans/22-23 dated 23.10.2023 for Mobile Performing Vans in bulk quantity for disseminating information about Government's schemes, programmes, initiatives for long duration campaigns.

**Time and date of opening of Technical & Financial Proposals and Presentation:**

<b>Opening of Technical proposals</b>	<b>28.11.2023 at 12:00 Noon</b>
<b>Technical presentation</b>	<b>29.11.2023 at (11:00 am onwards)</b>

**Pre proposal briefing:** The Pre proposal briefing will take place on 24/11/2023 at 3.00 P.M. prospective bidders can participate through video conferencing via link mentioned below:

**Video call link: <https://meet.google.com/xeh-xypb-nib>**

2. Offer of rate contract is attached herewith and is also available on the CBC website [www.davp.nic.in](http://www.davp.nic.in) and the Central Procurement Portal <https://eprocure.gov.in/epublish/app>.

3. You may submit your response in sealed envelope in prescribed format to the Room No: C/o Amit Kumar, Joint Director, CBC Room No. 270, 2<sup>nd</sup> floor, Soochna Bhawan, CGO Complex, Lodhi Road, New Delhi-110003 latest by 12:00 Noon on 28.11.2023. The proposals may be addressed to:

Shri Amit Kumar,  
Joint Director, CBC  
Room No. 270, 2<sup>nd</sup> floor Soochna Bhawan,  
Lodhi Road, New Delhi-110003

4. EMD - Rs. 1,00,000/-.

5 Queries, if any may be referred to the officer mentioned above on [campaign.cbc2@gmail.com](mailto:campaign.cbc2@gmail.com) or may be contacted on telephone 011-24369364 (During Office Hours)

*KC Meena*  
23/11/23  
**KC Meena**

**Campaign Officer**

कैलाश चन्द मीणा / Kailash Chand Meena  
अभियान अधिकारी / Campaign Officer  
केन्द्रीय संचार ब्यूरो / Central Bureau of Communication  
सूचना और प्रसारण मंत्रालय / Ministry of Information & Broadcasting  
भारत सरकार / Government of India  
नई दिल्ली-110003 / New Delhi-110003

**22201/I&B/Outreach/Mobile Vans/22-23 (Part-2)**  
**Central Bureau of Communication**  
**Ministry of Information & Broadcasting**  
**Government of India**  
**Soochna Bhawan, C.G.O. Complex, New Delhi – 110003**

**Offer of existing rate contract to interested vendors for engagement of additional agencies for Mobile Performing Vans in bulk quantity for disseminating information about Government's schemes, programmes, initiatives etc. on behalf of Central Bureau of Communication (CBC), Government of India for long duration campaigns.**

1. Only Technical Proposals intend to select vendors for Mobile Performing Vans for disseminating information about Central Government's schemes, programmes, initiatives etc. on behalf of Central Bureau of Communication as mentioned in Part-III of this Offer for Rate Contract. Proposals are invited from agencies fulfilling the eligibility criteria as mentioned in the Offer for Rate Contract.

- Only Technical Proposal should be submitted in sealed envelope clearly mentioning the title, Offer for Rate Contract number and Date of Opening of the proposals.
- The Technical Proposal should also be submitted in soft copy in the form of Pen Drive / CD / DVD.
- EMD as well as the eligibility documents must be submitted in a separate envelope.
- **All the above envelopes should be placed in another sealed envelope super scribed with the title, Offer for Rate Contract number and due date.**
- **All agencies selected through this Offer for Rate Contract will be the part of the panel of agencies formed through RFP vide No. 22201/I&B/Outreach/Mobile Vans/22-23 dated 11.04.2023 and subsequently re-bids Vide No. 22201/I&B/Outreach/Mobile Vans/22-23 dated 23.10.2023 and will provide the services for the Mobile Performing Vans only at L-1 Rates for various periods of Mobile Performing Vans campaigns evolved through financial re-bids Vide No. 22201/I&B/Outreach/Mobile Vans/22-23 dated 23.10.2023 are annexed as Annexure-I of this Offer for Rate Contract.**

*Kameas*  
*23/11/2023*

कैलाश चन्द मीणा / Kailash Chand Meena  
अभियान अधिकारी / Campaign Officer  
केन्द्रीय संचार ब्यूरो / Central Bureau of Communication  
सूचना और प्रसारण मंत्रालय / Ministry of Information & Broadcasting  
भारत सरकार / Government of India  
नई दिल्ली-110003 / New Delhi-110003

1. The address and contact numbers for sending Proposals or seeking clarifications regarding this Offer for Rate Contract are given below:

a.	Proposals/queries to be addressed to	Amit Kumar, Joint Director, Central Bureau of Communication
b.	Postal address for sending the Proposals	Room No. 270, Second Floor, Soochna Bhawan, CGO Complex, New Delhi-110003
c.	Name/designation of the contact personnel	Amit Kumar, Joint Director, Central Bureau of Communication
d.	Telephone number of the contact personnel	011-24369364
e.	e-mail ids of contact personnel	<a href="mailto:campaign.cbc2@gmail.com">campaign.cbc2@gmail.com</a>

2. This Offer for Rate Contract for Mobile Performing Vans is divided into five parts as follows:

Part I : Contains General Information and instructions for the Applicants about the Offer for Rate Contract such as the time, EMD, place of submission and opening of tenders, validity period of tenders, etc.

Part II: Contains Standard Conditions of Offer for Rate Contract, which will form part of the contract with the successful applicant (s).

Part III: Contains Special Conditions applicable to this Offer for Rate Contract and which will also form part of the contract with the successful applicant.

Part IV: Contains essential details of the creative brief, services required, Scope of work, list of deliverables etc.

Part V: Contains Evaluation Criteria.

3. This Offer for Rate Contract for Mobile Performing Vans 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 Offer for Rate Contract at any stage.

## Part I – General Information

### **1. Last date and time for submitting the Technical Proposals for Mobile Performing Vans: 28.11.2023 – till 11:00 am.**

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

**2. Manner of depositing the Proposals:** Sealed Proposals should be submitted in the address mentioned in Para (2) at first page of this Offer for Rate Contract, by hand or by registered post / speed post so as to reach by the due date and time. **Tenders received after the due date and time will not be considered. No responsibility will be taken for postal delay or non- delivery / non receipt of Proposal documents. Proposals sent by FAX or e-mail will not be considered.** Only those proposals which are submitted to the mentioned address within due date and time will qualify to be opened.

### **3. Time and date of opening of Technical & Financial Proposals and Presentation:**

Opening of Technical proposals	28.11.2023 at 12:00 Noon
Technical presentation	29.11.2023 at (11:00 am onwards)

(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.)

Each agency would get about 20 minutes for the presentation.

### **4. Place of opening the Proposals:**

**Conference Room, 2<sup>nd</sup> Floor, CBC, Sochna Bhawan, Lodhi Road, New Delhi -110003**

The Applicants may depute their representatives, duly authorized in writing, to attend the opening of technical Proposals on the due date and time. The eligible agencies will be decided based on the qualification documents and all the qualified will be allotted time slot on the same day for Technical presentation at the same venue. **The Applicants will have to come prepared for the Technical presentation on the mentioned date. This event will not be postponed due to non-presence of representative of any Applicant.**

**5. Forwarding of Proposals:** Proposals should be forwarded by the Applicants under their original memo/letter pad *inter alia* furnishing details like PAN Number, GST Number, and 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 Offer for Rate Contract:** A prospective applicant who requires clarification regarding the contents of the proposal and documents may forward the queries via e-mail to – [campaign.cbc2@gmail.com](mailto:campaign.cbc2@gmail.com) referring the Offer for Rate Contract title, number and date, at least 48 hours before the last date of submission of proposals. Copy of the queries and CBC's clarification will be posted on CBC's website – [www.davp.nic.in](http://www.davp.nic.in) for information of all prospective Applicants.

**7. Modification and Withdrawal of Proposals:** An applicant may modify or withdraw his/her proposal after submission, provided that the written notice of modification or withdrawal is received by CBC prior to the deadline prescribed for submission of proposals. A withdrawal notice may be sent by e-mail but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach CBC not later than the deadline for submission of proposals.

**8. Clarification regarding contents of the Proposals:** During evaluation and comparison of proposals, CBC may, at its discretion, ask the applicant for clarification of his/her proposal. **No post-proposal clarification on the initiative of the applicant will be entertained.**

**9. Rejection of Proposals:** Canvassing by the applicant in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. **Conditional tenders will be rejected.**

**10. Validity of Proposals:** The Proposals should remain valid for a period of SIX months from the last date of submission of the proposals.

**11. Earnest Money Deposit:** Applicants are required to submit Earnest Money Deposit (EMD) for an amount of Rs.1,00,000/- (One Lakh Rupees) along with their proposals for Performing Mobile Vans. The EMD may be submitted in the form of an Account Payee Demand Draft / Banker's Cheque in favour of **Pay and Accounts Officer, CBC** or Bank Guarantee from any of the Public Sector Banks or a private Sector Bank authorized to conduct government business as per Annexure-III. EMD is to remain valid for a period of forty-five days beyond the final proposal validity period. EMD of the unsuccessful Applicants will be returned at the earliest after expiry of the final proposal validity and latest on or before the 30th day after the award of the contract.

**NOTE: Agencies that furnish a MSME certificate or agencies registered as Startups as recognized by Department of Industrial Policy & Promotion (DIPP) with their bids, shall be exempted from the payment of EMD as per the Public Procurement Policy for Micro and Small Enterprises (MSEs), 2012 and clarification**

**12. The Proposal Security of the successful applicant would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. The EMD will be forfeited if the applicant withdraws amends, impairs or derogates from the tender in any respect within the validity period of the tender.**

**13. One proposal system:** It is a one-proposal system. The eligible Applicants will be declared the same day of opening of proposal based on EMD and eligibility documents. Their proposals will be evaluated based on their technical documents and presentation.

**14. 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 Offer for Rate Contract. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.
- b. The Proposal (technical) shall be typed or written in indelible ink (if required) and shall be signed and stamped by the Respondent or duly authorized person(s) all the pages of the tender documents 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 Fax 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.

**15. Pre-Qualification Criteria (Terms & Conditions) for Performing Mobile Vans:**

S. No.	Pre-Qualification Criteria	Documents required in support of claim
1	The applicant should be a Company/ LLP/ Firm/ Partnership/ Proprietorship Firm/ Society/ Joint Venture, duly registered under the relevant laws.	Duly notarized copy of Certificate of Incorporation/ Partnership Deed etc. as applicable
2	The average of annual turnover should be at least Rs.2 Crore per annum in any three of the preceding five financial years i.e. FYs 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23	A CA Certificate stating the net worth and turnover of the organization for each financial year.
3	The applicant must have executed at least 5 jobs related to outreach activities through mobile vans, amounting to Rs.20 Lakh or more per	Duly Notarized copy of the Contract along with Work Order/Completion Certificate

	campaign during the preceding 5 financial years backed by work orders.	
4	Agency must possess at least ten (10) Vans for the respective categories mentioned in part-II of this Offer for Rate Contract or have an existing MoU/agreement with a mobile van fleet operator for at least ten (10) vans.	Registration Certificate of the vehicles have an existing MoU/agreement with a mobile van fleet operator
5	The applicant should not have been ever blacklisted by any government department/organization/body.	Self-Declaration by the applicant with seal and signatures.

**16. Pre proposal briefing:** The Pre proposal briefing will take place on 24/11/2023 at 3.00 P.M. as per details given in the Advisory.

## **Part II – Essential Details of Services Required**

### **1. Creative Brief**

a. **Aim:** Government of India has launched various schemes for the welfare of the public like schemes under Aatmanirbhar Bharat Abhiyan, Pradhan Mantri Garib Kalyan Yojana, Pradhan Mantri Shram Yogi Maan-Dhan Yojana, Jan Dhan Yojana, Mudra, Beti Bachao Beti Padhao, Swachh Bharat, Pradhan Mantri Fasal Bima Yojana, Pradhan Mantri Suraksha BimaYojana, Atal Pension Yojana, Sukanya Samriddhi Yojana, Digital India, Skill India, Make in India, Digital Payment Promotion, Ayushman Bharat, Ujala, Ujjwala, Ek Bharat Shrestha Bharat, PM Awas, PM Kisan, PM Gati Shakti and various other schemes. The Ministries/Departments of Govt. of India run schemes relating to the subjects allotted to them as per the Allocation of Business Rules. Such schemes and policies are targeted at one or the other segment of the population of some key areas requiring policy intervention. IEC campaigns are also undertaken to inform and educate people and elicit their participation in the process.

Ground level/direct communication plays a vital role in IEC campaigns and will be an impactful method of communication for targeted outreach. Performing Mobile Vans can act as an effective and significant tool to reach out to various segments of population in targeted manner.

One of the major advantages of Performing Mobile vans is that they can be branded scheme wise and theme wise. For example, for the outreach activities among group of

farmers, it can be branded as 'Krishi-Rath' which disseminates information about all the Farmer centric initiatives of the Government. For Women Centric initiatives the van can be branded as 'Naari Shakti-Rath'. At the same time, to disseminate and ensure outreach for certain schemes such as Ayushman Bharat, van's branding may be made as 'Ayushman-Rath/Van' etc.

**b. Objective of Performing Mobile Vans:**

- I. To engage people through informative videos thereby inform and educate them about people centric schemes.
- II. To expanding the outreach and ground level activation in the remote areas by combining the performances of Mobile Vans/Theaters with Song & Drama activities for a captive audience.

**c. Target Audience:**

- a. Geographically targeted population in any part of India and especially in 112 Aspirational districts, backward districts, Border districts, remote and media shadow/dark areas.
- b. Population groups as per the branding/theme of the campaign.
- c. Left Wing Extremism affected areas and Border areas.

**2. Profile:**

**Performing Mobile Vans:**

These GPS Enabled Vans will be branded (all side branding) with the non-digital material i.e. Canvas Print etc. These vans shall provide for mobile stage on the load body of the van for performance by cultural troupes and should also have provision of a high-quality LED screen behind the stage for showing audio-visual content. The Agency shall provide necessary services across the country for Mobile Performing Vans in bulk quantities i.e. 50/100/150 Vans for long duration campaigns of 45/60 days for disseminating information about government's schemes, programmes, initiatives etc. for CBC and various other Ministries / Departments of Government of India in 2023-24, as and when required by CBC / Client and selected by CBC / Client for the job.

### 3. List of Deliverables and Scope of work

<b>Performing Mobile Van</b>	<ul style="list-style-type: none"><li>a. These GPS enabled vans will be branded (all side branding) with non- digital Material i.e. Canvas Print etc.</li><li>b. A vehicle of Tata 709 or Eicher Pro or vehicle of similar type/specification with a load body of 17ft x 8ft and provision of a stage with minimum dimensions of 14 ft x 7 ft and a minimum elevation of 6 inches from the top of the load body of the vehicle for cultural performances on the load body of the van.</li><li>c. These vans shall also have provision of a LED screen of size 7ft X 5ft of P4 Quality for the outdoor display behind the stage for showcasing audio-visual content.</li><li>d. The vans shall have provision of adequate sound system to cater at least 300 pax with at least 4 cordless mics.</li><li>e. Provision of at least 2 flood lights and power backup should be provided by the agency.</li><li>f. Provision of counter/stalls for distributing booklets and merchandises.</li><li>g. Multi-tasking Van manager/operator for managing tasks related handling to technical operation of vans, managing counters/stalls, photography &amp; videography (1 per van).</li><li>h. MC/Announcer for managing the programmes and engaging the crowd (1 per van). MC/Announcer who is moderating the show should also be well versed with local language wherever the Performing Mobile Van is doing the performance.</li><li>i. Performing Mobile Vans should at least cover/perform at three (3) places per day.</li><li>j. Per day activity through Performing Mobile Vans shall include travel up to 60km.</li><li>k. The agency providing the Performing Mobile Van Service has also to design and print the content and graphics which are to be used for the branding of vans. Therefore, agencies should have adequate designing and printing facility.</li><li>l. Mobile Vans should be enabled with Wi-Fi so that public can connect to the Wi-Fi by Hotspot and download the relevant apps.</li><li>m. Mobile vans should have 360 degree camera for Video-Conferencing.</li><li>n. Mobile Van should be able to download an app to be developed by Client / CBC and allow people to answer the quiz which may have 20 questions from the question bank. Best performers to be given merchandise like T-Shirt, Key Ring etc. as reward and also certificate with name on the mobile app.</li><li>o. Provision to upload beneficiary video on the app to be developed by Client / CBC to receive a response from VVIP as a message on</li></ul>
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	<p>WhatsApp.</p> <ul style="list-style-type: none"> <li>p. Introduction of Pledge by VVIP and thereafter pledge by people repeating what MC says. Photos to be uploaded on the app and certificate for participation to all those taking pledge</li> <li>q. Collage of photos and videos to be sent back to those who register from the village. Selfie with VVIP to be sent back to the participant and also to be shown on the collage on India map</li> <li>r. Provision of standees related to the theme of the van by the agency.</li> <li>s. Agency will have to make provision of a small kiosk/canopy wherein related departments keep their publicity material, New India Samachar, Mann Ki Baat and various Merchandise and other branding materials for distribution. It will have to arrange the calling on the helpline numbers of the related department in case any citizen wants any required information from the department with regard to different schemes and programmers of the department.</li> <li>t. Provision of GPS tracking and a dashboard for tracking the movements of the vans. The vans will have to follow the route determined by CBC.</li> <li>u. In case of increase in the campaign duration beyond 30 days, the agency will have to provide fresh print of the publicity/branding material i.e. canvas print etc. after each 30 days of activity.</li> <li>v. 20 pre-defined questions to be prepared and replies of VVIP to be recorded to those 20 questions. 4-5 best performers may be asked to take a seat and take a seat and pick a question. Video to be taken of person asking the question and he will get a video with VVIP sitting next to him answering the question through platform / web application to be developed by Client / CBC.</li> <li>w. The advance team of the agencies has to make the announcement (about the theme, date and timings of the performance) in the scheduled village / locality one day prior to day of performance.</li> </ul>
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**1. Period of Contract:** The contract will be co-terminus to the validity of the panel of 16 Agencies selected for providing services of Mobile Performing Vans through RFP No. 22201/I&B/Outreach/Mobile Vans/22-23 dated 11.04.2023, other terms and conditions as applicable to the selected agencies. The Contract can be cancelled unilaterally by the CBC being customer in case services are not received as per time line, quality and standard specified in the Offer for Rate Contract No. 22201/I&B/Outreach/Mobile Vans/22-23 and contract within the contracted period.

### **Part III – Standard Conditions of OFFER FOR RATE CONTRACT**

**All the Terms and Conditions provided to the vendors at the time of their empanelment shall be valid and applicable. The details of the Terms and Conditions are available on CBC website.**

The Applicant 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 Applicant(i.e. Contractor/Supplier in the contract) as selected by CBC. Failure to do so may result in rejection of the Proposal submitted by the Applicant.

- 1. Law:** The Contract shall be considered and made 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-IV.
- 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 otherwise 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 anyone 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 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 be 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 interest 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 the agency fails 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.

The agency must ensure compliance with the given schedule and sampling framework, failing which payment will be made to the agency after deducting the amount of penalty imposed due to delay. The assessment will be made as per given time schedule in the tender document/work order/Lol. Delay in achieving the milestones within stipulated time period as mentioned in Work Order or any unjustified and unacceptable delay in the deliverables beyond the time indicated in the order delivery will invite 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 contract value.

CBC will impose the penalty as above and will have an option to cancel the order and award the work to any other agency and get the work done from any other source at the risk and cost of such defaulting agency. The EMD/Security Deposit and the Performance bank Guarantee submitted by the agency would be forfeited.

**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. The delivery of the services are delayed for causes not attributed to Force Majeure for more than 5 days after the scheduled date of deliverable fixed by CBC.
- b. The agency is declared bankrupt or becomes insolvent.
- c. The delivery of services is delayed due to causes of Force Majeure by more than 01 months provided Force Majeure clauses are included in contract.
- 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 Offer for Rate Contract.

**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 Applicant 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 proposal, it will be presumed that the prices quoted by the Applicant are inclusive of GST and no liability will be developed upon CBC.

c. On the Proposals 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 / applicant. 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 applicant promise that they will not offer bribes. Under this Pact, the Applicants 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 Applicant for this specific activity (the successful Applicant);
- 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 Applicant that it has not paid, and will not pay, any bribes;

- d. An undertaking by successful Applicant 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 applicant/contractor emerges;
- e. The explicit acceptance by successful Applicant that the no-bribery commitment and the disclosure obligation as well as the attendants actions remain in force for the winning Applicant until the contract has been fully executed.
- f. Undertaking on behalf of a successful Proposal ding agency will be made “in the name for and on behalf of the company’s Chief Executive Officer”. The following set of sanctions shall be enforced for any violation by a Applicant of its commitments or undertaking:
  - i) Denial or loss of contracts;
  - ii) Forfeiture of the proposal security and performance bond;
  - iii) Liability for damages to the principal (i.e. CBC) and the competing Applicants; and
  - iv) Debarment of the violator by the Principal (i.e. CBC) for an appropriate period of time.
- g. Applicants 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 Offer for Rate Contract**

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

1. **Performance Guarantee:** Selected agencies shall have to deposit Performance Security at the time of signing the contract. The selected applicant shall at his own expense deposit the Performance Security (Annexure-V) with CBC, within fourteen (14) working days of the date of issuing notice of award of the contract or prior to signing of the contract whichever is earlier. The performance security may be discharged/returned by CBC upon being satisfied that there has been due performance of the obligations of the applicant under the contract. However, no interest shall be payable on the Performance Security. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations on the part of the successful Applicants.

2. **Option clause:** The contract will have an Option Clause, wherein CBC/Ministry / Department concerned 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 Applicant is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of CBC/ Ministries/ Departments 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 Applicant 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 Applicants 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/Ministry / Department concerned on submission of following documents:

- a. Ink signed copy of the Agency's bills.
- b. Satisfactory Performance report submitted by supervising officer (wherever applicable as per the contract).
- c. 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).
- d. Any other document /certificate that may be provided for in the Job Order / Contract.
- e. Copy of PBG.

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

- 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:**

- a. 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.
- b. 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.
- c. 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.
- d. 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 nonperformance 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:**

- a. The agency shall provide the required services as and when demanded by the CBC at L-1 Rates for various periods of Mobile Performing Vans campaigns evolved through financial re-bids Vide No. 22201/I&B/Outreach/Mobile Vans/22-23 dated 23.10.2023 are annexed as Annexure-I.
- b. . 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.
- c. 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.

- d. 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.
- e. 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.
- f. 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.

**9. Indemnity:**

- a. 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.
- b. Intellectual Property Indemnities** - Applicant 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 Applicant 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, Applicant shall take all necessary remedial actions at its own cost. Applicants shall safe guard CBC operations and protect CBC against any penalty and / or liability arising out of such claim.

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

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

## 12. Amendment of Proposal Documents (Corrigendum)

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

### **Part V – Evaluation Criteria & Price Proposal Issues**

1. **Evaluation Criteria:** The selection of agency for Performing Mobile Vans will be done through a one-proposal system i.e. ‘Technical’ only. **All evaluation (Technical Proposals) 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:

- a) **Preliminary Scrutiny:** Preliminary scrutiny of the technical proposals for eligibility will be done to determine whether the Proposal is complete, whether the documents have been properly signed and whether the proposal is generally in order and given by due date. Proposals not conforming to such preliminary requirements will be prima facie rejected.
- b) **Technical Evaluation:** Technical Proposals would be opened only for those Respondents, who are qualified and short-listed based on the documents submitted. If a Technical Proposal is determined as not substantially responsive, the committee will reject it. The parameters to be used for technical evaluation will be based upon:

CRITERIA	SUB-CRITERIA	MARKS TO BE AWARDED	MAX POSSIBLE MARKS
Agency's credibility	No of years since registration of the organization	3-5 years: 3.5 marks	5
		More than 5 years: 5 marks	
	Geographical presence	Up to 4 states: 3.5 marks	5
		5 or more states: 5 marks	
Capability & experience of	Fleet Size	10-20 vans: 7 marks	10

the agency in the field		More than 20 vans: 10 marks	
	Ability to mount campaigns of more than Rs.25 lakh each	5-7 campaigns in last 5 years: 14 marks	20
		More than 7 campaigns in the last 5 years: 20 marks	
	Work done for Govt / PSUs	Upto 4 campaigns in the last 5 years: 7 marks	10
5 or more campaigns in the last 5 years: 10 marks			
Exterior of the van, Innovation and Design Parameters	Layout/Design of the branded vans of past campaigns	by committee	20
	Innovative approach aligned with the scope, efficient design and aesthetics of layout		15
Technical facilities of the vans and supporting devices	Quality and type of van	by committee	10
	Sound system and LED screens in past campaigns as ascertained through show reel videos		5
<b>Total</b>		100 marks	

c) Technically qualified Respondents: All Agencies securing more than 70 % marks in Technical Evaluation will be shortlisted by CBC. Financial Proposals will be considered only of those respondents who secure a qualifying Technical Score of 70%.

d) All the applicants which qualify the Technical Evaluation as mentioned in Part V 1 (a, b and c) will be offered L-1 Rates for various periods of Mobile Performing Vans campaigns evolved through financial re-bids Vide No. 22201/I&B/Outreach/Mobile Vans/22-23 dated 23.10.2023 are annexed as Annexure-I of this Offer for Rate Contract. Job will be awarded on the basis of rate contract so executed, to such Agencies who have accepted the rate contract so offered.

- **The decision of the committee formed by CBC will be final and binding. CBC reserves the right to accept or reject a proposal without assigning any reason thereof.**

- If an Applicant is exempted from payment of GST up to any value of services from them, they should clearly state that no GST will be charged by them up to the limit of exemption by Government which they may have the documentary evidence for exemption of any statutory duties and taxes has to be produced along with price proposal. If any concession is available in regard to rate/quantum of GST with the approval of Government, it should be brought out clearly. Stipulation like, GST is presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by an Applicant that GST will not be charged by him/her even if the same becomes applicable later on.

**2. Award of Contract:** Jobs based on the requirement of CBC and other ministries and departments, will be awarded to any selected agency/agencies in the panel as per the merit in evaluation done by a committee based on the given brief and laid down evaluation criteria.

### **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 by me/ us/ our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your organization shall without giving any notice or reason therefor, summarily reject the proposal, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely. We shall not have any claim/ right against organization in satisfaction of this condition. 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 Central Bureau of Communication in future.

2. I/We do hereby declare that our Company/ Firm has not been blacklisted/ debarred by any Government Department/Public sector undertaking.

3. I/We do hereby declare that our Company/firm has not been part of cartel with other vendors and will quote competitive rates in the proposals.

(Signature of Authorized signatory with date and Seal)

**4. Disqualifications:** The CBC on behalf of Government of India may at its sole discretion and at any time during the evaluation of Proposals / Proposals, disqualify any Respondent, if the Respondent has:

- a. Submitted the Proposal documents after the response deadlines.

- b. Made misleading or false representation in the forms, statements and attachments submitted in proof of the eligibility requirements.
- c. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three year.
- d. Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- e. Failed to provide clarifications related thereto, when sought;
- f. Submitted more than one Proposal;
- g. Declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted;
- h. Submitted a proposal with price adjustment/variation provision.
- i. The Respondent is expected to examine all the instructions, guidelines, terms and conditions as notified on CBC website at the time of Empanelment of Multimedia Creative Agencies.

Invitation of Technical Proposals for engagement of vendors for Performing Mobile Vans for disseminating information about Government’s schemes, programmes, initiatives etc. on behalf of Central Bureau of Communication (CBC), Government of India.

The following format is to be filled accurately and placed at the “Technical Proposal” of this Offer for Rate Contract and along with supported documents in chronological order:

**1. Name of Agency:**

**2. Contact Details:**

<b>Head Office</b>	
<b>Address</b>	
<b>E-mail</b>	
<b>Mobile No.</b>	
<b>Landline No.</b>	

**Documents to be submitted:**

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

<b>Branch Office (if any)</b>	
<b>Address</b>	
<b>E-mail</b>	
<b>Mobile No.</b>	
<b>Landline No.</b>	

**Documents to be attached:**

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

**A. Authorized representative**

<b>Contact Person</b>	
<b>Address</b>	
<b>E-mail</b>	
<b>Mobile No.</b>	
<b>Landline No.</b>	

### 3. Legal Status of Company/firm/LLP etc.

#### Documents to be attached:

- Notarized copy of MCA Incorporation Certificate /legal document of the firm, Details of Owner (Proprietor/Partner/Directors) of company/Notarized copy of partnership deed in case of Partnership firm/LLP

### 4. Details of GST

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

#### Documents to be attached:

- Notarized copy of registration of GST & TAN.

### 5. Turnover Details

Sl. No	Financial Year	Turnover
	2021-22	
	2020-21	
	2019-20	
	2018-19	
	2017-18	

#### Documents to be attached:

- A CA Certificate stating the net worth and turnover of the organization for each year.

### 6. Details of the proposed Performing Mobile Vans (Ownership/MoU)

#### Documents to be attached:

- 1) Photographs and video of proposed Vans to be submitted in CD/Pan Drive/Hard Drive.
- 2) Copy License to operate in the respective field.
- 3) Registration Certificate of Vehicles.
- 4) Third Party Insurance of the proposed Vehicles.
- 5) Copy of the Licenses of Drivers/Operators of the proposed vans.
- 6) Duly Notarized copy of Existing MoU with a mobile van fleet operator for at least ten vans.

### 7. Details of all work done (Job Orders) in last five years in the operation of Performing Mobile Vans.

Sl. No	Work order number	Date of work order	Financial Year	Work order giving organization	Invoice number
	<b>Total</b>				

**Documents to be attached:**

- 1) Details of all the work order of past 5 years is to be submitted
- 2) The invoice must contain GST No. GST statement R1 against all invoices of past 5 years 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.
  
8. **Submit an affidavit on stamp paper stating on oath that the details submitted by you on Performa are true and correct.**
  
9. **Any other relevant information**

**List of documents attached in chronological order**

Sl.No.	Name & required document	Quantity	Remark
	<b>Total</b>		

## 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 by me/ us/ our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your organization shall without giving any notice or reason therefor, summarily reject the proposal, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely. We shall not have any claim/ right against organization in satisfaction of this condition. 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 Central Bureau of Communication in future.

1. I/We do hereby declare that our Company/ Firm has not been blacklisted/ debarred by any Government Department/Public sector undertaking.
2. I/We do hereby declare that our Company/firm has not been part of cartel with other vendors and will quote competitive rates in the proposals.

**Date:**

**(Signature)**

**Place**

**(Name & Designation of Authorized Signatory)**

**SEAL OF THE ORGANISATION**

## ANNEXURE I

**L1 rates for hiring of Mobile Performing Vans in bulk i.e. 50/100/150 vans for long duration campaigns of 45/60 days discovered through the financial re-bids no. 22201/I&B/Outreach/Mobile Vans/22-23 dated 23.10.2023 for disseminating information about Government's schemes, programmes, initiatives etc. for CBC and Various other Ministries and Departments of Government of India.**

S. N.	Deliverables	L1 rate (in Rs.) for 45 days on turnkey basis (Exclusive of Taxes)	L1 rate (in Rs.) for 60 days on turnkey basis (Exclusive of Taxes)
1	<p><b>AGENCY SERVICES</b></p> <p>The Agency shall provide necessary services across the country for Mobile Performing Vans in bulk quantities i.e. 50/100/150 Vans for long duration campaigns of 45/60 days for disseminating information about government's schemes, programmes, initiatives etc. for CBC and various other Ministries / Departments of Government of India in 2023-24 as and when required by CBC / Client and selected by CBC / Client. <b>The List of Deliverables and Scope of work is as follows:</b></p> <p>a. These GPS enabled vans will be branded (all side branding) with non- digital Material i.e. Canvas Print etc.</p> <p>b. A vehicle of Tata 709 or Eicher Pro or vehicle of similar type/specification with a load body of 17ft x 8ft and provision of a stage with minimum dimensions of 14 ft x 7 ft and a minimum elevation of 6 inches from the top of the load body of the vehicle for cultural performances on the load body of the van.</p> <p>c. These vans shall also have provision of a LED screen of size 7ft X 5ft of P4 Quality for the outdoor display behind the stage for showcasing audio-visual content.</p> <p>d. The vans shall have provision of adequate sound system to cater at least 300 pax with at least 4 cordless mics.</p> <p>e. Provision of at least 2 flood lights and power</p>	<p><b>Rate for 50 Vans</b></p> <p style="text-align: center;">Rs.</p> <p>4,60,43,820/-</p>	<p><b>Rate for 50 Vans</b></p> <p style="text-align: center;">Rs.</p> <p>6,13,88,680/-</p>
		<p><b>Rate for 100 Vans</b></p> <p style="text-align: center;">Rs.</p> <p>9,20,78,940/-</p>	<p><b>Rate for 100 Vans</b></p> <p style="text-align: center;">Rs.</p> <p>12,27,65,890/-</p>
		<p><b>Rate for 150 Vans</b></p> <p style="text-align: center;">Rs.</p> <p>13,81,11,650/-</p>	<p><b>Rate for 150 Vans</b></p> <p style="text-align: center;">Rs.</p> <p>18,41,39,900/-</p>

	<p>backup should be provided by the agency.</p> <ul style="list-style-type: none"> <li>f. Provision of counter/stalls for distributing booklets and merchandises.</li> <li>g. Multi-tasking Van manager/operator for managing tasks related handling to technical operation of vans, managing counters/stalls, photography &amp; videography (1 per van).</li> <li>h. MC/Announcer for managing the programmes and engaging the crowd (1 per van). MC/Announcer who is moderating the show should also be well versed with local language wherever the Performing Mobile Van is doing the performance.</li> <li>i. Performing Mobile Vans should at least cover/perform at three (3) places per day.</li> <li>j. Per day activity through Performing Mobile Vans shall include travel up to 60km.</li> <li>k. The agency providing the Performing Mobile Van Service has also to design and print the content and graphics which are to be used for the branding of vans. Therefore, agencies should have adequate designing and printing facility.</li> <li>l. Mobile Vans should be enabled with Wi-Fi so that public can connect to the Wi-Fi by Hotspot and download the relevant apps.</li> <li>m. Mobile vans should have 360 degree camera for Video-Conferencing.</li> <li>n. Mobile Van should be able to download an app to be developed by Client / CBC and allow people to answer the quiz which may have 20 questions from the question bank. Best performers to be given merchandise like T-Shirt, Key Ring etc. as reward and also certificate with name on the mobile app.</li> <li>o. Provision to upload beneficiary video on the app to be developed by Client / CBC to receive a response from VVIP as a message on WhatsApp.</li> <li>p. Introduction of Pledge by VVIP and thereafter pledge by people repeating what MC says. Photos to be uploaded on the app and certificate for participation to all those taking pledge</li> </ul>		
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	<ul style="list-style-type: none"> <li>q. Collage of photos and videos to be sent back to those who register from the village. Selfie with VVIP to be sent back to the participant and also to be shown on the collage on India map</li> <li>r. Provision of standees related to the theme of the van by the agency.</li> <li>s. Agency will have to make provision of a small kiosk/canopy wherein related departments keep their publicity material, New India Samachar, Mann Ki Baat and various Merchandise and other branding materials for distribution. It will have to arrange the calling on the helpline numbers of the related department in case any citizen wants any required information from the department with regard to different schemes and programmers of the department.</li> <li>t. Provision of GPS tracking and a dashboard for tracking the movements of the vans. The vans will have to follow the route determined by CBC.</li> <li>u. In case of increase in the campaign duration beyond 30 days, the agency will have to provide fresh print of the publicity/branding material i.e. canvas print etc. after each 30 days of activity.</li> <li>v. 20 pre-defined questions to be prepared and replies of VVIP to be recorded to those 20 questions. 4-5 best performers may be asked to take a seat and take a seat and pick a question. Video to be taken of person asking the question and he will get a video with VVIP sitting next to him answering the question through platform / web application to be developed by Client / CBC.</li> <li>w. The advance team of the agencies has to make the announcement (about the theme, date and timings of the performance) in the scheduled village / locality one day prior to day of performance.</li> </ul>		
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- 3. Performance Assessment:** If during execution of the Project, following problems were to be found, then penalty of 2% of the Contract value per week (subject to maximum of 20%) may be imposed by CBC:
- i. Quality of deliverable is not up to the mark, (till the quality is improved to the requires extent).
  - ii. Delays in deliverables.
  - iii. Not assigning adequate resources in time.
  - iv. Not engaging resources on a dedicated basis, even when required.
  - v. Assigning resources that do not meet the client's requirements.
  - vi. Inadequate interaction with the Content Advisory Committee.
  - vii. The work is either not complete or not completed satisfactorily as per the approved time schedule or the quality of deliverable.
4. If the delay is beyond 5 days/ unreasonable then CBC/Client may rescind the Contract and shall be free to get it done from other Agencies at the risk and costs of the appointed Agency. CBC/Client may debar the Agency for applying in its future empanelment also (from doing any future work with CBC/Client).
5. For any reason if the vans could not be pressed into action or are pressed into action for duration less than as mentioned in column 3 Para 2 above, then the payment shall be restricted only for the actual number of days for which the vans are pressed into action (pro rata basis). In case the number of days for which the vans are pressed into action are increased then the payment shall be made for actual number of days of activity (pro rata basis)
6. The agency will be required to maintain 10% of the work order quantity of fully branded vans (which can be pressed into action immediately) in case of break down or any other issues related to the vans which are in use as per quantity allocated above. These reserve vans should be capable of replacing defective vans within span of 3 hours at the relevant location. No additional payment shall be made for such reserve vans.
7. For payment, the pro rata rates for the contingent of Mobile Performing Vans will be as per following details:
- i. Rates for contingent of Mobile Performing Vans less the 50 in numbers for campaign of any duration will be on basis of pro rata rates of one Mobile Performing Van unit as evolved through RFP No.

22201/I&B/Outreach/Mobile Vans/22-23 dated 11.04.23 notified on 01.09.2023.

II. Pro rata calculations for contingent of more than 50 vans and campaign duration more than 30 days are given below:

- a) The rates for any campaign of duration less than 60 days will be on the basis of the rate as discovered for 45 days through the financial re-bids no. 22201/I&B/Outreach/Mobile Vans/22-23 dated 23.10.2023.
- b) The rates for any campaign of duration of more than 60 days will be on the basis of the rate as discovered for 60 days through the financial re-bids no. 22201/I&B/Outreach/Mobile Vans/22-23 dated 23.10.2023.
- c) Rates for Mobile Performing Vans for contingent of Vans more than 50 but less the 100 in numbers, will be on the pro rata basis of the rate as discovered for contingent of 50 Mobile Performing Vans through the financial re-bids no. 22201/I&B/Outreach/Mobile Vans/22-23 dated 23.10.2023.
- d) Rates for Mobile Performing Vans for contingent of Vans more than 100 but less the 150 in numbers, will be on the pro rata basis of the rate as discovered for contingent of 100 Mobile Performing Vans through the financial re-bids no. 22201/I&B/Outreach/Mobile Vans/22-23 dated 23.10.2023.
- e) Rates for Mobile Performing Vans for contingent of Vans more than 150 will be on the pro rata basis of the rate as discovered for contingent of 150 Mobile Performing Vans through the financial re-bids no. 22201/I&B/Outreach/Mobile Vans/22-23 dated 23.10.2023.

8. Any other conditions specifically shall be governed by the contract signed with CBC by the agency after acceptance of L1 rates as mentioned above in Annexure-I.

**EMD Bank Guarantee format**

Whereas.....(hereinafter called the “Applicant”) has submitted their offer dated.....for the services and supply of .....

(hereinafter called the “Proposal”) 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 Applicant withdraws or amends, impairs or derogates from the Proposal in any respect within the period of validity of this tender.
- (ii) If the Applicant having been notified of the acceptance of his tender by the Buyer during the period of its validity.
  - a) If the Applicant 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 up to 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 Applicants**

- (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 Delhi International Arbitration Centre 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 Central Bureau of 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.....

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