GOVERNMENT OF INDIA MINISTRY OF INFORMATION & BROADCASTING CENTRAL BUREAU OF COMMUNICATION CGO COMPLEX, LODHI ROAD, NEW DELHI – 110003

File No. 22201/02/DCID/BULK SB/FB/23-24

Dated: 5th Jan 2024

ADVISORY

Subject: Invitation of Bids for RFP on Empanelment of Agencies and Discovering of rates for designing fabrication & setting up of 3D Selfie/Photo Booths in Bulk with MDF for Central Bureau of Communication (CBC) and various other Ministries/Departments of Government of India

Central Bureau of Communication invited bids from interested agencies for Empanelment of Agencies and Discovering of rates for designing fabrication & setting up of 3D Selfie/Photo Booths in Bulk with MDF for Central Bureau of Communication (CBC) and various other Ministries/Departments of Government of India.

- 2. The pre-bid meeting through Video Conferencing on the RFP is scheduled on 1500 Hrs, 9th Jan 2023, the link for the video conference would be notified in due time through an advisory on CBC website (https://davp.nic.in).
- 3. The last date for submission of the bids is 1700 Hrs, or 12th Jan, 2023. The same may be submitted as per the details mentioned below:

The technical proposals and Financial Quotes to be addressed to:	Assistant Director, CBC
Postal address for sending the Technical Proposals and Financial Quotes is:	Room No. 278, Soochna Bhawan, CGO Complex, Lodhi Road, New Delhi - 110003
Telephone number/email address of the contact personnel is:	011-24369363 production.davp@gmail.com

This issues with the approval of competent authority.

K Anurag Kumar Assistant Director (AV-P)

No: 22201/02/DCID/CBC/Bulk SB/FB/23-24 GOVERNMENT OF INDIA

MINISTRY OF INFORMATION & BROADCASTING CENTRAL BUREAU OF COMMUNICATION

Soochna Bhawan, Phase 5, C.G.O. Complex, New Delhi – 110003

REQUEST FOR PROPOSAL / TENDER DOCUMENT

Request for Proposal No: 22201/02/DCID/CBC/Bulk SB/FB/23-24 dated 05.01.2024

<u>Invitation of Bids for empaneling agencies for design, fabrication & setting up of 3D Selfie/Photo</u> Booths with MDF in bulk for Central Bureau of Communication (CBC), Government of India.

Bids intend to empanel vendors for **setting up of 3D Selfie/Photo Booths with MDF in bulk** on behalf of Central Bureau of Communication at public places like railway stations, bus stands, airports, ASI Monuments, or any other place suitable for the purpose as decided by CBC / Client Ministry. Bids are invited from agencies fulfilling the eligibility criteria as mentioned in the RFP.

- The Technical Bid and Financial Bid should be submitted in separate sealed envelopes clearly mentioning the title, RFP number and Date of Opening of the bids.
- The Technical Bid 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, RFP number and due date.
- 1. The address and contact numbers for sending Technical Proposals and Financial Quotes or seeking clarifications regarding this EOI are given below:

A.	The technical proposals and Financial Quotes to be addressed to	Shri K Anurag Kumar, Assistant Director, CBC
B.	Postal address for sending the	Shri K Anurag Kumar, Assistant Director,
	Technical Proposals and Financial Quotes	Room No. 278, Soochna Bhawan, CGO
		Complex, Lodhi Road, New
		Delhi-110003
C.	Name/designation of the contact	Shri K Anurag Kumar, Assistant Director, CBC
	Personnel	
D.	Telephone number of the contact	011-24369363
	Personnel	
E.	e-mail ids of contact personnel	production.davp@gmail.com

2. This RFP is divided into five parts as follows:

Part I: Contains General Information and instructions for the Biddersabout the RFP such as the time, EMD, place of submission and opening of tenders, validity period of tenders, etc.

Part II: Containing essential details of creative brief, services required scope of works, list of

deliverables etc.

Part III: Contains Standard Conditions of RFP, which will form part of the contract with the

successful bidder.

Part IV: Contains special conditions applicable to this RFP and which will also form part of the

contract with the successful bidder.

Part V: Contains Evaluation Criteria and Format for Price Bids.

3. 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.

Part I – General Information

- 1. <u>Last date and time for submitting the Technical and Financial Bids: 12.01.2024</u> till 1700 hrs

 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 Bids should be submitted in the address mentioned in Para (2) at first page of this RFP, 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 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 qualify to be opened. The Financial Bid, to be submitted in a separate sealed envelope, should be duly stamped and signed by the authorized signatory on all the pages. The Financial Bids which are not submitted in a separate sealed envelope or are not stamped and signed by the authorized signatory on all the pages shall be summarily rejected.
- 3. Time and date of opening of Technical & Financial Proposals and Presentation:

Opening of Technical proposals	13.01.2024 at 12 noon
Technical presentation	16 & 17 Jan 2024
Opening of Financial Proposals	19.01.2024 1500 hrs

(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:

Conference Room, 2nd Floor, CBC, Soochna Bhawan, Lodhi 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 and all the qualified will be allotted time slot on the same day for Technical presentation at the same venue. The Bidders 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 Bidder.

5. Pre bid briefing: The Pre bid briefing will take place on 09.01.2024 from 3:00 PM. Prospective

bidders can participate through video conferencing as per detail given in theAdvisory. Link will be shared in the Advisory to be uploaded on CBC website https://www.davp.nic.in/

- **6.** <u>Forwarding of Bids:</u> 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.
- **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 production.davp@gmail.com referring the RFP title, number and date, not later than 3 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 https://www.davp.nic.in for information of all prospective bidders.
- 8. 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 byemail 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 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. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
- **9.** <u>Clarification regarding contents of the Bids:</u> 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 prices or substance of the bid will be sought, offered or permitted. **No post-bid clarification on the initiative of the bidder will be entertained.**
- **10.** <u>Rejection of Bids</u>: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. <u>Conditional tenders will be rejected</u>.
- **11.** <u>Unwillingness to quote</u>: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which thedefaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
- **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs. 3, 00,000/- along with their bids. 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-I. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the <u>unsuccessful</u> bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- **13.** <u>Processing Fee:</u> All applicants must deposit a non-refundable processing fee of Rs, 5,000 (Five Thousand Rupees) through Demand Draft in favour of 'PAO (CBC etc)' payable in New Delhi along with the technical bids.

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 issued by Department of Expenditure, Ministry of Finance (OM Dt 25th July)

- 14. The Bid Security of the successful bidder 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 bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.
- 15. <u>Two bid system</u>: It is a two bid system. The eligible bidders will be declared the same day of opening of bid based on EMD and eligibility documents. Their proposals for each category will be evaluated based on their technical documents and presentation. Date of opening of financial/price bid will be intimated after evaluation and acceptance of technical bids by CBC. <u>Financial/price bids of only those firms will be opened; whose technical bids are found compliant/suitable after technical evaluation is done by CBC.</u>
- **16.** <u>Preparation of Proposal</u>: 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 (technical and financial) 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. The Financial Proposals should only be submitted on Agency's Letterhead with all pages duly signed and stamped by the authorized signatory, failing to which may lead to rejection of the Financial 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.

17. Pre-Qualification Criteria (Terms & Conditions):

Sr. No	Basic Requirements	Description	Documents Required	
1.	Legal Entity	The applicant should be a Company/ LLP/ Firm/ Partnership/ Proprietorship Firm/ Society, duly registered under the relevant laws	Duly notarized copy of Certificate of Incorporation/ Partnership Deed/ Registration Certificates/ Copy of MOA, AOA etc, GST & PAN registration certificate as applicable	
2.	Turnover	The Agency should have an average of INR 20 Crore in annual turnover accounting for any three years out of five FYs 2018- 19, 2019-20, 2020-21, 2021-22 & 2022-23 Agencies that furnish a MSME certificate or agencies registered as Startups as recognized by Department of Industrial Policy & Promotion (DIPP)	A certificate duly certified by the statutory auditor / Chartered Account of the bidder mentioning the annual average turnover for any three audited financial years out of last five FYs i.e. 2018-19,	

Sr. No	Basic Requirements	Description	Documents Required	
		should have an average of INR 5 Crores in annual turnover accounting for any three years out of last five FYs i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23	2019-20, 2020-21, 2021-22 & 2022-23 along with the audited balance sheets.	
3.	Experience	The agency should have executed at least three (3) jobs aggregating to not less than INR 2 (Two) Crores which are only related to either Exhibitions or Selfie/ Photo Booths or Tableaux or setting up of Lounges which essentially includes designing, fabrication & on-site execution in the last 5 FYs i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23	Related work orders/Completion certificate / contracts / invoices with GST for ongoing or completed campaigns	
4.	Blacklisting / Terminations	The agency should not have been blacklisted by any Central or State Government department or Corporation or Board/ PSU/ Semi-Government organization as on date of submission of RFE.	A signed undertaking to this effect should be submitted on bidder's letterhead.	

18. <u>Validity of Bids:</u> The Bids should remain valid for a period of SIX months from the last date of submission of the bids.

Part II - Essential Details of Services Required

1. Creative Brief

- a. Aim & Objective: Government of India has launched various schemes for the welfare of the public like PM Vishwakarma, Nari Shakti Vandan Adhniyinayam, PM Ayushman Bharat, PM Kisan Nidhi, Vaccination Drive, Gati Shakti, National Digital Health Mission, Aatma Nirbhar Bharat Abhiyan, Pradhan Mantri Garib Kalyan Yojana, Pradhan Mantri Shramik Mandhan Yojana, Jan Dhan Yojana, Mudra, Beti Bachao Beti Padhao, Swachh Bharat, Pradhan Mantri Fasal Bima Yojana, Pradhan Mantri Suraksha Bima Yojana, Atal Pension Yojana, Khelo India, Sukanya Samriddhi Yojana, Digital India, Skill India, Make in India, Digital Payment Promotion, Ujala, Ujjwala, Ek Bharat Shrestha Bharat and 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 belonging to various background. The focus of the campaign will be on highlighting various initiatives of Government of India through thematic 3D Selfie/Photo Booths at various locations in the country as these have emerged as an engaging media for the masses.
- **b.** <u>Target Audience:</u> The target audiences will be the common citizens of India of all age groups, covering urban as well as rural people living all over the country depending upon the theme proposed to be highlighted.

2. Scope of Work:

3D Selfie/Photo Booths is an interactive setup that captures three-dimensional images of people or objects. Unlike traditional 2D photos, 3D photos provide depth perception, allowing viewers to see the scene in a more realistic and immersive way. These booths use various technologies to capture and display 3D images, often creating a unique and engaging experience for users. These installations can be used in ongoing campaigns and be installed at public places like railway stations, bus stands, ASI Monuments, or any other place suitable for the purpose.

The scope of work involves design, fabrication and setting up of 3D Selfie/Photo Booths of size 120 sq. ft. to 160 sq. ft. depending upon the design and availability of space for Central Bureau of Communication (CBC).

The design of the selfie/photo booth should be elegant and attract eyeballs. The design language should portray a meaningful representation of Government schemes and the elements used should convey the message/essence of the themes/schemes effectively to the citizens. The specifications and the requirement are as under:

3D Selfie/Photo Booths with MDF fabrication: Such 3D Selfie/Photo Booths could be fabricated using Medium-Density Fibreboard (MDF) and along with weather proof vinyl pasting carpet or vinyl prints. Following are the key elements of such booths:

- i. Base platform made of Wood board covered with carpet or vinyl prints covering the complete area of 3D Selfie/Photo Booths.
- ii. The background board made of MDF covered with carpet or vinyl prints giving the background to the whole structure of the selfie booth.
- iii. Minimum 4, maximum up to 7 depending upon the approved design Computerised Numerical Control (CNC)-cut elements depicting the characters / beneficiaries / mascots / key elements related to the respective initiative / scheme made of MDF covered with carpet or vinyl prints.
- iv. Computerised Numerical Control (CNC)-cut life size cut-out of the VVIP i.e. Hon'ble PM or other VVIP made of MDF covered with carpet or vinyl prints.
- v. Computerised Numerical Control (CNC)-cut of logo /theme line / tag line alphabets made of MDF covered with carpet or vinyl prints fit-in lights.

The additional services:

The agencies setting up 3D Selfie/Photo Booths will also be required to provide below mentioned facilities / services at the selfie booth:

i. The Agency will be responsible for house-keeping, maintenance, repair & refurbishing (if required) and 24x7 security till the duration of the campaign as specified in the job order and also removal of the structure when the campaign is over or as and when directed by CBC/ client.

- ii. The Agency will be responsible for photography & videography at the Selfie points on regular basis of the people thronging the booth and upload at least 10 geotagged photos of different visitors in the booth per day and a one minute after installation of booth and a one minute on the last day of campaign on CBC App or any other platform as given by CBC.
- iii. Agency shall encourage people to take selfies and nudge them to post it on their social media handles under appropriate hashtags.
- iv. Agency have to submit a interim report on fortnightly basis and complete report (after the dismantling of the 3D Selfie/Photo Booths) including the photos, social media feedback, feedback of visitors etc.
- v. The Agency will be responsible for all other ancillary jobs related set-up, covering of structure if required, maintenance and removal of the structure as required by the CBC/ Client.

Description of the 3D Selfie/Photo Booth	Details of Deliverables	Quantity of 3D Selfie/Photo Booths
D Selfie / Photo Booths	1. Cost of Design,	100
with MDF fabrication	Fabrication, Installation, Maintenance and	(hundred)
Size 120 sq. ft. to 160 sq. ft.	Security for 30 days:	
depending upon the design	Such 3D Selfie/Photo Booths could be	
and availability of space	fabricated with the	
(Minimum display period of 30 days)	sculptures/cut outs made of MDF with fit-in lights. In MDF selfie booths there should be a base platform, over which the structure is installed, using desired cut out. This material shall also support lighting to give a very elegant and attractive appearance. Following are the key elements of such booths: i. Base platform made of Wood board covered with carpet or vinyl prints covering the complete area of 3D Selfie/Photo Booths.	

- ii. The background board made of MDF covered with carpet or vinyl prints giving the background to the whole structure of the selfie booth.
- Minimum iii. maximum up to 7 depending upon the approved design Computerised Numerical Control (CNC)-cut elements depicting the characters beneficiaries / mascots / key elements related to the respective initiative / scheme of made MDF covered with carpet or vinyl prints.
- iv. Computerised
 Numerical Control
 (CNC)-cut life size
 cut-out of the VVIP
 i.e. Hon'ble PM made
 of MDF covered with
 carpet or vinyl prints.
- v. Computerised

 Numerical Control
 (CNC)-cut of logo
 /theme line / tag line
 alphabets made of
 MDF covered with
 carpet or vinyl prints.
- vi. The Agency will be responsible for house-keeping, maintenance, repair & refurbishing (if

- required) and 24x7 security till the duration of the campaign as specified in the job order and also of removal the structure when the campaign is over or and when directed by CBC/ client.
- The Agency will be vii. responsible for photography & videography at the Selfie points regular basis of the people thronging the booth and upload at least 10 geotagged photos of different visitors in the booth per day and a one minute after installation of booth a one minute on the last day of campaign and on CBC App.
- viii. Agency shall encourage people to take selfies and nudge them to post it on their social media handles under appropriate hashtags.
- ix. Agency have to submit an interim report on fortnightly basis and complete report (after the dismantling of the 3D Selfie/Photo Booths) including the photos, social media feedback, feedback of visitors etc. The Agency will be

responsible for all other	
responsible for all other	
ancillary jobs related set-up,	
covering of structure if	
required, maintenance and	
removal of the structure as	
required by the CBC/ Client.	
2. Maintenance and Security	Quantity of 3D Selfie/Photo
etc. for beyond 30 days: Cost	Booths
of the below mentioned	100
facilities / services at the selfie	
booth for each additional	
period of 30 days:	
a. House-keeping,	
maintenance, repair &	
refurbishment (if	
required) and security	
(24X7) till the duration	
of the campaign as	
specified in the job	
order and also removal	
of the structure when	
the campaign is over or	
as and when directed	
by CBC/client	
b. All other ancillary jobs	
related set-up,	
maintenance, covering	
of booth if required	
and removal of the	
structure as required	
by the CBC/ Client.	

2. Period of Contract: The contract would be for **two years** from the effective date of contract with provision for extension of the contract by one more year with mutual consent of parties. <u>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 RFP and contract within the contracted period. <u>CBC reserves the right to exercise the option clause and repeat the order clause as per text given in Part IV of this RFP.</u></u>

Part III - Standard Conditions

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.** <u>Law</u>: The Contract shall be considered and made in accordance with the laws of the Republic of India.
- **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.
- **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.

- **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.
- **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.** <u>Penalty and Liquidated Damages</u>: 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.

- **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 consecutively, the agency is liable to be temporarily suspended as may be decided by PrDG/DG CBC. If an agency is temporarily suspended twice during the term of empanelment or during the term when their rate contract is

- valid, the agency is liable to be permanently removed from the panel 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 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) & Para (9) of Part IV of RFP.
- **10.** <u>Notices</u>: 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.
- 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.
- **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 by 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.
- **Pre-Integrity Pact Clause:** An "Integrity Pact" would be signed between CBC and the 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 attendants actions 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". 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.
 - g. 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

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. <u>Performance Guarantee</u>: Selected agencies shall have to deposit Performance Guarantee at the time of signing the contract. The selected bidder 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 Guarantee may be discharged/returned by CBC upon being satisfied that there has been due performance of the obligations of the bidder 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 bidders.

- 2. <u>Option clause</u>: 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 Bidder 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. <u>Repeat Order Clause</u>: 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. <u>It</u> will be entirely the discretion of CBC to place the Repeat Order or not.
- 4. <u>Payment Terms</u>: 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. <u>Paying Authority</u>: 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 (Gazetted) (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 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:

- 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. 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.
- b. 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 indemnity the CBC for any liability under any law arising out providing the services as per the contract.
- c. 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.
- d. 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.

e. 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:

- 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 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. Bidders are advised to take note of the Office Memorandum (No. F. 12/17/2019- PPD) dt 6th Feb 2020.
- 14. 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. The CBC shall constitute a **Technical Evaluation Committee (TEC)** to evaluate the responses of the Bidders.
- 2. **Preliminary Scrutiny:** Initial Proposal scrutiny will be conducted to confirm that Proposals do not suffer from the infirmities detailed below. Proposals will be considered as non-responsive if the Proposal is found to have been:
 - Submitted in manner not conforming with the manner specified in the RFP document.
 - Submitted without appropriate EMD as prescribed herein.
 - Non-compliant with any of the clauses stipulated in the RFP.

3. Evaluation Criteria:

- a) **Technical Evaluation:** The technical evaluation will be done in following two stages:
 - Document based technical evaluation: Examination of documents related to Work Experience, Turnover and Geographical Presence (Total 40 Marks with minimum qualification criteria 28 marks)
 - ii. Presentation based technical evaluation: Evaluation of Presentations (Total 60 Marks with minimum qualification criteria 42 marks)

Document based Evaluation will as follows: The details of the evaluation criteria in the Stage –I Evaluation is as following:

S.NO.	Evaluation Criteria (based on document)	Maximum Marks
1	Experience*: a. Prior experience in setting up of Multimedia campaigns including Exhibitions/Selfie or Photo Booths /Tableaux / Lounges. ii. 11 Marks- for three work orders totally amounting to not less than INR 2 (Two) Crore which are only related to either Exhibitions or Selfie/ Photo Booths or Tableaux or setting up of Lounges which essentially includes designing, fabrication & on-site execution in the last 5 FYs 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 iii. 12 Marks- for more than three and upto five work orders totally amounting to not less than	15 Marks
	INR 3 (Three) Crore which are only related to either Exhibitions or Selfie/ Photo Booths or Tableaux or setting up of Lounges which essentially includes designing, fabrication & on-site execution in the last 5 FYs 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 iv. 13 Marks- more than five work orders totally amounting to not less than INR 4 (Four) Crore	

	which are only related to either Exhibitions or Selfie/ Photo Booths or Tableaux or setting up of Lounges which essentially includes designing, fabrication & on-site execution in the last 5 FYs 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 b. Prior experience with CBC/Govt/PSU in last 5 years— 2 Marks (Copies of the documents to be submitted) (i) for at least one work order/ completion certificate of value more than INR 50 Lakh	
2	Geographical Presence: i. Offices in 5 or more states – 10 marks ii. Offices in less than 3-5 states – 7 Marks iii. Offices in 1-2 states – 5 Marks	10 Marks
3	Turnover criteria for General Applicants*: i. More than Rs. 100 Cr - 15 Marks ii. Rs.50-100 Cr - 13 Marks iii. Rs.20-50 Cr- 11 Marks Turnover criteria for Startup / MSME Applicants*: i. More Than Rs.15 Cr - 15 Marks ii. Rs10-15 Cr -13 Marks iii. Rs. 5 -10 Cr -11 Marks	15 Marks
	Total Marks	40 Marks

^{*}Applicants not meeting the minimum criterion as stipulated in Part-I para 17 will be marked as zero

Presentation based Evaluation will as follows: The details of the evaluation criteria in the Stage —II Evaluation is as following based on the presentation to be made by the Applicant-Agency

S.NO.	Evaluation Criteria (based on presentation)	Maximum Marks
1.	Appreciation of Brief: Understanding of the project scope and requirements as demonstrated through a power point presentation	10 Marks
2.	Capacity and execution capabilities in interiors/hinterlands: Presenting a case study of some past campaign conducted in the interiors/hinterlands with the documentary evidences of any past Campaign of 3D Selfie/Photo Booths	10 Marks
3.	Design Capability: Presenting the design/concept of the 3D Selfie/Photo Booths on any of two Government Initiative given	20 Marks

	below: 1. Yuva Shakti 2. PM Vishwakarma 3. Khelo India 4. Vande Bharat 5. PM Grarib Kalyan Anna Yojna	
4.	Live Proof of concept: Demonstration with physical 3D prototype not exceeding 3 ft x 2 ft (of any one initiatives mentioned in criteria 3 of stage-II evaluation)	20 Marks
Total M	larks	60 Marks

- b) The Agencies which qualify both for document & presentation based technical evaluation and score more than 70% marks individually and also in aggregate will be considered technically qualified. Financial Bids of only those agencies will be opened which qualifies the Technical Evaluation.
- c) Financial Bids: The Agencies are required to provide one financial proposal (in INR) (along with Technical Bids in separate envelopes) for each of the jobs listed and, in the format, given in this bid. Financial Proposal should quote one final price (excluding GST) for identified duration in separate envelope. Financial Proposals will be opened in the presence of the Respondents who choose to be present. All concerned will be informed individually.
- d) A Rate contract will be formed with all technically qualified Agencies, subject to acceptance of the lowest rate matrix of all deliverables thus arrived at for each of the identified duration. Job will be awarded on the basis of rate contract so executed, to such Agencies who have accepted the rate contract.
- e) The L1 Agency / Bidder if fails, or refuses, to accept the award or to enter into contract in accordance with the Bidding Documents after having been notified as successful bidder, the agency/bidder maybe blacklisted / disqualified / debarred from bidding for any contract in any Central Government Ministry | Department for a period of 2 (two) months.
- f) 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.
- g) The Bidders are required to spell out the rates of GST in an unambiguous term. In the absence of any such stipulation it will be presumed that the prices quoted are firm and no claim on account of such taxes & duties will be entertained after the opening of tenders. If a Bidder 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 bid. 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 a Bidder that GST will not be charged by him/her even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

- h) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price. In case agency only submits per unit price it shall be multiplied by total units on mentioned as Annexure- 4 & bid amount shall be calculated accordingly.
- CBC also reserves the right to do Apportionment of Quantity of jobs as and when required as per the merit in evaluation done by a committee based on the given brief and laid down evaluation criteria.
- 2. <u>Award of Contract</u>: After final evaluation of the technical & financial proposals, a rate contract will be signed on acceptance of the L1 rate discovered after the comparison of the financial quotes given by the agencies. 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.
- **a.** <u>Disqualifications</u>: The CBC on behalf of Government of India may at its sole discretion and at any time during the evaluation of Bids / 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.
- 4. **Financial quotes Format:** The Financial quotes format is given in financial Performa of this RFP and Bidders are required to fill this up correctly with full details on their letter heads indicating Rs. in figure.(**to be submitted as per Annexure-IV**)

(Proforma for submission of Financial Proposals)

(To be submitted only on Company's Letter Head. The Per Unit Rate column should be filled by the Agency as per the Proforma attached; else the Financial Proposal shall be rejected. If any of the rows is left vacant, the financial proposal shall be rejected.)

RPF 22201/02/DCID/CBC/Bulk SB/FB/23-24 dated 05.01.2024

Description of the 3D Selfie/Photo	Details of Deliverables	Quantity of 3D Selfie/Photo	Selfie/Photo Bo	ate for 100 units of 3D oths in Rs. (Excluding GST fall other charges, levies
Booth		Booths	-	od of 30 days (fixed cost)
3D Selfie /	One time cost of		Cost in	Cost in Words
Photo	Design, Fabrication,	100	Figures	
Booths with MDF	Installation and			
fabrication	including 30 days of			
(fixed cost)	Maintenance and			
(IIIACG COSC)	Security: Such 3D			
Size 120 sq.	Selfie/Photo Booths			
ft. to 160 sq.	could be fabricated			
ft.	with the sculptures/cut			
depending	outs made of MDF with			
upon the	fit-in lights. In MDF			
design and availability	selfie booths there			
of space	should be a base			
(Minimum	platform, over which			
display period	the structure is			
of 30 days)	installed, using desired			
	cut out. This material			
	shall also support			
	lighting to give a very			
	elegant and attractive			
	appearance. Following			
	are the key elements of			
	such booths:			
	i. Base platform made			
	of Wood board			
	covered with carpet			
	or vinyl prints			
	covering the			
	complete area of 3D			
	Selfie/Photo Booths.			

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ii.	The background			
	board made of MDF			
	pasted with carpet or			
	vinyl prints giving the			
	background to the			
	whole structure of			
	the selfie booth.			
iii.	Minimum 4,			
	maximum up to 7			
	depending upon the			
	approved design			
	Computerised			
	Numerical Control			
	(CNC)-cut elements			
	depicting the			
	characters /			
	beneficiaries /			
	mascots / key			
	elements related to			
	the respective			
	initiative / scheme			
	made of Acrylic			
	boards pasted with			
	carpet or vinyl prints.			
iv.	Computerised			
	Numerical Control			
	(CNC)-cut life size			
	cut-out of the VVIPs			
	made of Acrylic			
	boards pasted with			
	carpet or vinyl prints.			
٧.	Computerised			
	Numerical Control			
	(CNC)-cut of logo			
	/theme line / tag line			
	alphabets made of			
	Acrylic boards and			
	Glass with fit-in			
	lights.			
vi.	The Agency will be			
	responsible for			
	house-keeping,			
	maintenance, repair			
		1	7	/

	& refurbishing (if		
	.		
	required) and 24x7		
	security till the		
	duration of the		
	campaign as		
	specified in the job		
	order and also		
	removal of the		
	structure when the		
	campaign is over or		
	as and when directed		
	by CBC/ client.		
vii.	The Agency will be		
	responsible for		
	photography &		
	videography at the		
	Selfie points on		
	regular basis of the		
	people thronging the		
	booth and upload at		
	least 10 geotagged		
	photos of different		
	visitors in the booth		
	per day and a one		
	minute after		
	installation of booth a		
	one minute on the		
	last day of campaign		
	and on CBC App.		
viii.	Agency shall		
VIII.	encourage people to		
	take selfies and		
	nudge them to post it		
	on their social media		
	appropriate		
iv	hashtags.		
ix.	Agency have to		
	submit a interim		
	report on fortnightly		
	basis and complete		
	report (after the		
	dismantling of the 3D		 \

		Selfie/Photo Booths)			
		including the photos,			
		social media			
		feedback, feedback			
		of visitors etc.			
	x.	The Agency will be			
		responsible for all			
		other ancillary jobs			
		related set-up,			
		covering of structure			
		if required,			
		maintenance and			
		removal of the			
		structure as required			
		by the CBC/ Client.			
		by the ebe, elent.			
1	ı		1		

Description of the 3D Selfie/Photo Booth	Details of Deliverables	Quantity of 3D Selfie/Phot o Booths	Maintenance and 100 units of 31 Booths in Rs. (Ex inclusive of all levies etc.) for	ed Rate for d Security etc. of D Selfie/Photo ccluding GST but other charges, each additional f 30 days
			Cost in figures	Cost in words
3D Selfie / Photo	Per Month Maintenance and			
Booths with MDF	Security etc. for period (beyond	100		
	initial period of 30 days) : Additional			
fabrication	Cost of the below mentioned facilities			
(variable cost)	/ services at the selfie booth for each			
Size 120 sq. ft. to	additional period of 30 days: a. House-keeping, maintenance,			
160 sq. ft.	repair & refurbishment (if			
depending upon the	required) and security (24X7)			
design and	till the duration of the campaign as specified in the			
availability of space	job order and also removal of			
(Minimum display	the structure when the			
period of 30 days)	campaign is over or as and			
	when directed by CBC/client			
	b. All other ancillary jobs related			
	set-up, maintenance, covering			
	of booth if required and			
	removal of the structure as			
	required by the CBC/ Client.			

^{*} For Job orders of 3D Selfie/Photo Booths price quoted for less than 100 or more than 100 nos, the rate shall be calculated on pro-rata basis.

No extra payment to be made by CBC for adaptations (if any), which would mean:

- I. Any change in size of the creative with other inputs remaining the same,
- II. Any correction or change of the image or addition of a detail in the same template to suit the local requirements,
- III. To include the logo of the state Government or any other logo as per the requirements of the campaign

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 bid, 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 bids.

(Signature of Authorized signatory with date and Seal)

Annexure-I

(Proforma for submission of Technical Bid for Selfie booths)

<u>Invitation of Bids for empanelment of Agencies for setting up</u>
The following format is to be filled accurately and placed at the RFP

of "Technical Bid" and along with supported documents in chronological order:

Applying for All-India Bid Yes/No

1. Name of Agency:

2. Legal Status of Company/firm/LLP etc.

<u>Documents to be attached:</u>

• 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

3. Details of GST

- GST No.
- TAN no.

Documents to be attached:

• Notarized copy of registration of GST & TAN.

4. Contact and Office Details:

Office Details

Head Office	
State /UT	
Address	
E-mail	
Mobile No.	
Landline No.	

Branch Office 1	
State / UT	
Address	
E-mail	
Mobile No.	
Landline No.	

Branch Office 2	
State / UT	
Address	
E-mail	
Mobile No.	
Landline No.	

^{*}Add more offices

• Authorized representative

Contact Person	
Address	
E-mail	
Mobile No.	

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Landline No.	

Documents to be submitted:

 Notarized copy of legal procession & premises (such as ownership deed, rent agreement, or electricity bills of past six months)

5. Details of work done (Work Orders) of Outdoor Media Advertising / Digital Wall Painting

Experience details in outdoor media in last three financial years (FY 2020-21, 2021-22, 2022-23)

S No	Work order number	Date of work order	Financial Year	Work order giving organization	Organization Category (Government / PSU)	Invoice number
	Total					

List a few work done to showcase the experience of the firm in outdoor publicity in the last three years

Documents to be attached:

- 1) Completion Certificates or Phase Completion Certificate from the Client
- 2) The invoice must contain GST No. GST statement R1 against all invoices
- 3) Self-attested copies of work order & invoice for the same.

6. Turnover Details:

SI.	Financial Year	Annual Turnover
No		
	2022-23	
	2021-22	
	2020-21	
	2019-20	
	2018-19	

<u>Documents to be attach</u>ed:

- Notarized copy of CA certificate of income of past three years.
- Notarized copy of GST return (in R1 only)

7. Blacklisting

Documents to be attached:

- Self-Declaration
- 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
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 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 bid, 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 bids.

Date:	(Signature)
Place	

(Name & Designation of Authorized Signatory)

SEAL OF THE ORGANISATION
Annexure-II

Format of Arbitration Clause – Indigenous Private bidders

- 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.
- 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.

- 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.
- 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.
- 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.
- 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.
- 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.

EMD Bank Guarantee Format

r	Sir,
	Whereas you have entered into a contract No
	,
	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
	toto secure its obligations to the President of India
	Wethe 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.
	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.
	In no case shall the amount of this guarantee be increased.
	This guarantee shall remain valid for 26 months from the effective date of contract according
	to the contractual obligations under the said contract.
	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.
	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
	141/ 3

(Proforma for submission of Financial Proposals)

(To be submitted only on Company's Letter Head. The Per Unit Rate column should be filled by the Agency as per the Proforma attached; else the Financial Proposal shall be rejected. If any of the rows is left vacant, the financial proposal shall be rejected.)

RPF 22201/02/DCID/CBC/Bulk SB/FB/23-24 dated 05.01.2024

Description of the 3D Selfie/Photo Booth	Details of Deliverables	Quantit y of 3D Selfie/P hoto Booths	Consolidated Rate for 100 units of 3D Selfie/Photo Booths in Rs. (Excluding GST but inclusive of all other charges, levies etc.) for the period of 30 days(fixed cost)		
			Cost in Figures	Cost in Words	
3D Selfie /	One time cost of Design,				
Photo	Fabrication, Installation and	100			
	including 30 days of Maintenance				
Booths with	and Security: Such 3D Selfie/Photo				
MDF	Booths could be fabricated with the				
fabrication	sculptures/cut outs made of MDF with fit-in lights. In MDF selfie				
(fixed cost)	booths there should be a base				
Size 120 sq. ft. to 160 sq.	platform, over which the structure is installed, using desired cut out. This				
ft. depending	material shall also support lighting to give a very elegant and attractive				
upon the	appearance. Following are the key				
design and availability of	elements of such booths: i. Base platform made of Wood board covered with carpet or				
space	vinyl prints covering the				

(Minimum display period of 30 days)	ii.	complete area of 3D Selfie/Photo Booths. The background board made of MDF pasted with carpet or vinyl prints giving the background to the whole structure of the selfie booth.	
	iii.	Minimum 4, maximum up to 7 depending upon the approved design Computerised Numerical Control (CNC)-cut elements depicting the characters / beneficiaries / mascots / key elements related to the respective initiative / scheme made of Acrylic boards	

	pasted with carpet or vinyl		
	prints.		
iv.	Computerised Numerical		
	Control		
	(CNC)-cut life size cut-out of		
	the VVIPs made of Acrylic		
	boards pasted with carpet or		
	vinyl prints.		
v.	Computerised Numerical		
	Control (CNC)-cut of logo		
	/theme line / tag line alphabets		
	made of Acrylic boards and		
	Glass with fit-in lights.		
vi.	The Agency will be responsible		
	for house-keeping,		
	maintenance, repair &		
	refurbishing (if required) and		
	24x7 security till the duration		
	of the campaign as specified in		
	the job order and also removal		
	of the structure when the		
	campaign is over or as and		
	when directed by CBC/ client.		
vii.	The Agency will be responsible		
	for photography &		
	videography at the Selfie points		
		i	

1	on regular basis of the meanle		
	on regular basis of the people		
	thronging the booth and		
	upload at least 10 geotagged		
	photos of different visitors in		
	the booth per day and a one		
	minute after installation of		
	booth a one minute on the last		
	day of campaign and on CBC		
	App.		
viii.	Agency shall encourage people		
	to take selfies and nudge them		
	to post it on their social media		
	handles under appropriate		
	hashtags.		
ix.	Agency have to submit a		
	interim report on fortnightly		
	basis and complete report		
	(after the dismantling of the 3D		
	Selfie/Photo Booths) including		
	the photos, social media		
	feedback, feedback of visitors		
	etc.		
x.	The Agency will be responsible		
~	for all other ancillary jobs		
	related set-up, covering of		
	structure if required,		
	maintenance and removal of		
	the structure as required by		
	the CBC/ Client.		

Description of the 3D Selfie/Photo Booth	Details of Deliverables	Quantity of 3D Selfie/Photo Booths	Rate Mainten Security 100 uni Selfie/ Booths (Exclud but incl all other levies e	idated e for ance and vetc. of ts of 3D Photo s in Rs. ing GST usive of charges, etc.) for ditional f 30 days
			Cost in figures	Cost in words
3D Selfie / Photo Booths with MDF fabrication (variable cost) Size 120 sq. ft. to 160 sq. ft. depending upon the design and availability of space (Minimum display period of 30 days)	Per Month Maintenance and Security etc. for period (beyond initial period of 30 days): Additional Cost of the below mentioned facilities / services at the selfie booth for each additional period of 30 days: a. House-keeping, maintenance, repair & refurbishment (if required) and security (24X7) till the duration of the campaign as specified in the job order and also removal of the structure when the campaign is over or as and when directed by CBC/client b. All other ancillary jobs related set- up, maintenance, covering of booth if required and removal of the structure as required by the CBC/ Client.	100		

^{*} For Job orders of 3D Selfie/Photo Booths larger or smaller in quantity than size of unit mentioned in this RFP will be on pro rata rates

No extra payment to be made by CBC for adaptations (if any), which would mean:

- I. Any change in size of the creative with other inputs remaining the same,
- II. Any correction or change of the image or addition of a detail in the same template to suit the local requirements,
- III. To include the logo of the state Government or any other logo as per the requirements of the campaign

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 bid, 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.
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 - 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 bids.

(Signature of Authorized signatory with date and Seal)
