

Government of India
Central Bureau of Communication
(Ministry of Information & Broadcasting)
Soochna Bhawan, CGO Complex, Lodhi Road, New Delhi - 110003
(<https://cbcindia.gov.in>)

Tender No. 21/20/Tender (Rent free hdg.)/2425/OP dated. 16.12.2024

Subject: Tender for display of hoardings on various campaigns on short-term basis in Delhi on rent free sites for display period ranging from one month to three months. (two bid system)

Applications for empanelment of outdoor advertisers and rates of display from the agencies are invited for display of hoardings on various campaigns on short term basis in Delhi on rent free permitted sites for a display period ranging from one month to three months. The sites will be identified by CBC or client Ministry as and when required for any outdoor media campaign. It is imperative to mention that this tender is invited for empanelment of company/firm/agency and discovery of rate for any future work. The CBC does not assure any work at present or in future.

2. The Outdoor advertisers will be required to submit the details of the company/firm/agency in prescribed technical bid in order to empanel themselves with CBC for display of rent free site hoarding in Delhi. The technical bid should be typed on letter head of the Entity with all details required in it and it must be signed by the competent authority of the company with name and designation of the signing authority with seal. Notarized copies of relevant document must be submitted along with the application.

The eligibility criteria:

	Eligibility Conditions	Documents to be submitted
i)	Nature of the Entity	
	Sole Proprietorship firm, partnership firm, Company, LLP, Registered society	Incorporation certificate, Partnership deed, registration certificate of proprietorship firm
	Start-up agencies should have atleast 1 year experience in Outdoor media.	DPIIT certificate of registration as start-up
ii)	Processing fee	Rs. 1000/- in favour of Accounts Officer, CBC
iii)	Experience	
	Agency should have experience in display of hoarding in Delhi	Notarized copy of at least three work orders (pertaining to applied media ie., hoarding of rent free site and other than sole right hoarding/unipole etc.) executed in past three financial year (FY 2021-22; 2022-23; 2023-24) for Government/PSU/ Autonomous body
	Start-up agencies should have at least one year experience in display of rent free site hoarding in Delhi	DPIIT certificate of registration as start up. At least one work order for Government/PSU/Autonomous body
iv)	Turn Over	
	The agency should have a minimum turnover of Rs. One crore per annum in the last two financial years for outdoor displays in Delhi	CA certificate of annual turnover for past three years

C.	Printing Capacity Agency should have the capability to print the flex material (Eco friendly) on its own or should have arrangement with other vendors for getting the printing of flex done.	A. Bills of purchase of flex printing machines. B. Agreement with other vendors for printing of flex. (copy of at least three bills paid to other vendors, etc. in last three FY 2021-22; 2022-23; 2023-24)
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3. The quotation of rate must be submitted in the prescribed proforma and under sealed cover. The specification of the work is as follows:

- a) The standard size of hoarding may be 20'x10'. The size of the hoarding may be changed at any time, as per requirement of outdoor media campaign at the discretion of CBC.
- b) The rental of hoarding shall be determined at a rate **per square feet** basis.
- c) The rental charges shall be paid by CBC on monthly basis after the expiry of one complete month. Minimum one month rental shall be paid even if the display period is less than a month.
- d) The contract, so entered in, is inclusive of cost of complete fabrication, maintenance of the hoarding throughout the contract period for third party risk I.e. on all inclusive basis. The flex shall be printed and mounted by the agency themselves.
- e) The frame of hoarding shall be made of iron and shall be erected on iron girders in such a manner that it becomes strong enough to withstand all hazards to the maximum extent possible. The instructions, which shall be given by CBC From time to time in this regard, are binding on the successful tenderer, In case of any injury/damage is caused to anybody during erection of structure of the hoarding and/or display of publicity material, the concerned agency shall be responsible for same.
- f) You will be responsible for reporting to CBC as soon as any defect or damage arises to the display. No rental shall be paid for the period during which the hoarding or structure or any part thereof is in damaged condition or not properly displayed for any reason(s) what so ever. In case of any unreported, non display of hoarding is found during any inspection/enquiry, liquidated damages up to the extent as decided by the Director General, CBC shall be recovered from the firm besides the contract for the hoarding shall be terminated immediately at the firm's cost. This action shall ne without prejudice to any other penal action, which this directorate may deem fit to be taken against the firm.
- g) The height of the hoarding shall preferably be at least six feet from ground level.
- h) The necessary permission, if any, from concerned local municipal/ statutory body for display of rent free hoarding will be on the agency and CBC will not be responsible for any violation and the agency will have to indemnify CBC in this regard.
- i) The rates are required on a uniform basis for whole Delhi. In other words, a flat rate for all the places in Delhi.

j) The Director General, CBC may accept or reject any tender without assigning any reason thereof. The Director General, CBC also reserves the right to place order either for all places or in some parts in Delhi.

k) The rental quoted should include cost of removal of hoarding after display period or in between due to any other reason.

l) In case of any dispute arising out of improper maintenance of the hoarding, change of site without the knowledge of CBC in advance and other reasons on account of which the message of the hoarding is not properly exposed to the public, the decision of CBC is final and binding.

4. Your rate is subject to the CBC general terms and conditions of tender (Annexure I).

5. The hoarding shall be erected within a reasonable time limit (within two days) prescribed from time to time and job to job. The time period may be reduced depending on CBC requirement.

6. In case of delay over and above the prescribed time limit, liquidated damages may be imposed according to the merit of the case.

7. The rates quoted shall remain valid for a period of two years from the date of approval by the Director General, CBC and it can be extended further by one year each as per requirement.

8. The security deposit submitted by you shall be treated as earnest money for the job if you choose to quote for this tender enquiry.

9. The first monthly rental bill shall be payable on production of the following documents:

i) Two geo tagged photographs of the hoarding, one showing the distant view and the other close up preferably in cabinet size and in Colour and uploading geo tagged photographs on CBC portal – one in beginning and other at the end of the campaign period.

ii) Inspection report certifying display by CBC/concerned client Ministry officer.

10. Please note that the jobs are time bound and display is required to be completed at short notice. The firms may therefore ensure that they have adequate capacity to carry out the job satisfactorily at short notice.

11. **Predatory Pricing/Abnormally Low Bids:** If a financial bid is unusually low, raising significant concerns about the bidder's ability to fulfill the contract at the quoted price, CBC may in such cases seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, CBC determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, CBC may reject the bid/proposal.

12. Conditional tender shall not be accepted. If you are interested in the above job, please quote your rate in the form enclosed and sent it to:

The Joint Director (OP)
Central Bureau of Communication
Ministry of Information & Broadcasting
Room no. 269, Soochana Bhawan, 2nd floor, CGO Complex, Lodi Colony,
New Delhi - 110003

The filled in forms (technical bid and financial bid in separate sealed cover in master envelop should reach the above address by **17.00 hours on 06.01.2025**. The tenders received thereafter shall not qualify for consideration. The technical bid shall be opened as per details to be provided on CBC website. Both the tenders (Technical & Financial) should be sent in sealed master envelop properly and superscribing the following:

“CONFIDENTIAL CONTENT – TENDER FOR HOARDINGS TO BE PUT UP ON NATIONAL CAMPAIGN ON SHORT TERM BASIS IN DELHI ON RENT FREE SITES FOR A DISPLAY PERIOD RANGING FROM ONE TO THREE MONTHS. NO. 21/20/Tender (Rent free hdg.)/2425/OP. LAST DATE: 06.01.2025”

13. The technical bids will be opened on **08.01.2025 at 3:00 PM** in Soochna Bhawan
14. The arbitration clause may be seen in the general terms and conditions in Annexure I.

General terms and conditions of tender

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

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

5. **Agents/Agency Commission:** The agency confirms and declares to CBC that the agency is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the contractor, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The agency agrees that if it is established at any time to the satisfaction of CBC that the present declaration is in any way incorrect or if at a later stage it is discovered by CBC that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract the agency will be liable to refund that amount to the CBC. The agency will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. CBC will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the agency who shall in such an event 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 rate. The CBC will also have the right to recover any such amount from any contracts concluded earlier by agency with the Government of India or with CBC.
6. **Access to Books of Accounts:** In case it is found to the satisfaction of CBC that the agency has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the agency, on a specific request of CBC shall provide necessary information/inspection of the relevant financial documents/information.
7. **Non-disclosure of Contract documents:** Except with the written consent of CBC, the agency shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.
8. **Penalty and Liquidated Damages:** In the event of the Agency failure to submit the Bonds, Guarantees and Documents, provide the satisfactory services as specified in this contract, CBC may, at its discretion, withhold any payment until the completion of the contract. CBC may also deduct from the agency as agreed, liquidated damages to the sum of 1% of the contract price of the delayed services mentioned above for each day subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.
9. **Termination of Contract:** CBC shall have the right to terminate this Contract in part or in full in any of the following cases:
- a. If an agency fails to honour CBC release orders without valid grounds twice in a span of six (6) months, the agency is liable to be temporarily suspended for a period of two (2) months from CBC panel. If an agency is temporarily suspended twice during the term of empanelment or during the term when their rate is valid, the agency is liable to be permanently de-empanelled by CBC and may be barred from participating in next tender process/rate contracts.
 - b. The agency is declared bankrupt or becomes insolvent.

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

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

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

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

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

14. **Statutory Duties & Taxes:**

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

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

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

Format of Arbitration Clause – Indigenous Private bidders

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

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

Application for empanelment (Technical Bid)

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

1. Name of Agency:**2. Contact Details in Delhi**

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

3. Documents to be attached:

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

4. Authorized representative of the entity

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

5. Legal Status of Entity:

Documents to be attached: (Company/LLP/Sole Proprietorship firm/ Partnership firm/ Registered Society/ Start Up

- a) Relevant incorporation/Registration document/DPIIT certificate
- b) Details of the Director/Owner with name, mobile number, email and address

6. Details of GST

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

Documents to be attached:

Notarized copy of registration of GST & TAN

7. Details of all work done in past three years for the display of hoardings in Delhi city only

Work order number	Work order giving organization	Invoice number	Financial year	Invoice Amount (in Rs.)	GST amount
Total					

Documents to be attached:

- (1) Details of at least three work order of past three years are to be submitted in above format
- (2) The invoice must contain GST No.
- (3) Self attested copies of work order & invoice for the same

8. Details of turn over

Financial Year	Total turnover	Turnover from Outdoor work
FY 2023-24		
FY 2022-23		
FY 2021-22		

- Attach CA certificate in support of your claim

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

10. Any other relevant information

List of documents attached in chronological order

Sl.No	Name of the document	Quantity	Date & number, if any	Remark
Total				

Undertaking

I (Name in capital letters) working as (designation) in (Name of agency) authorized by the owner (Name in capital letter and capacity of ownership by proprietor, Director etc) to undertake that all the above mentioned information and documents are true & correct. In any case, if found incorrect the Technical bid will be summarily rejected.

Date:

Place:

(Signature)

Name of signatory:

Designation:

Company name:

Seal of company:

Tender enquiry (Financial Bid)

In accordance with CBC tender enquiry no. 21/20/Tender (Rent free hdg.)/2425/OP dated 16.12.2024 for display of hoarding on various campaign on short term basis in National Capital of Delhi on rent free sites for a display period ranging between one month and three months, we quote as under

Rental charges of complete hoarding of standard size 20'x10' including flex printing, mounting, erection of iron girders, maintenance of hoarding for the ordered period at the places indicated by CBC from time to time on rent free sites in the National Capital of Delhi. The quoted rate includes the removal of the display after the display period is over (for one month/two months/three months).

Per square feet rate (in Rs.) for hoarding of standard size 20'x10' to be displayed for a period of one month or less (in figure and in words) (Exclusive GST)	Per square feet rate (in Rs.) for hoarding of standard size 20'x10' to be displayed for a period of two months or less but more than one month (in figure and in words) (Exclusive GST)	Per square feet rate (in Rs.) for hoarding of standard size 20'x10' to be displayed for a period of three months or less but more than two months (in figure and in words) (Exclusive GST)

- Applicable GST to be paid on L-1 rate

(Signature of the tenderer)

Name of signatory:

Designation:

Company name:

Seal of company: