



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
CHENNAI TELEPHONES

TENDER DOCUMENT

TENDER FOR EMPANELMENT OF ADVERTISING
AGENCIES

COST OF TENDER FORM: Rs. 1180/-

Tender No. GM(S&M)-CM/Advt. Agencies/Empanelment/2023-24
Dated 15-09-2023

Date and Time of Opening: 1500 Hrs of 05-10-2023

GENERAL MANAGER (SALES & MARKETING) – CM
BSNL CHENNAI TELEPHONES,
ANNAROAD TELE EXCH BUILDING,
V FLOOR, NO.10, DAMS ROAD, CHENNAI – 600 002
TELEPHONE NO. 044-28519989

Signature of Authorized Signatory and Seal of Bidder



Bharat Sanchar Nigam Limited

(A Govt. of India Enterprise)

Office of the General Manager (Sales & Marketing),

BSNL Chennai Telephones, No.10, DAMS Road, Chennai-600 002

NOTICE INVITING TENDER

NIT No. GM(S&M)-CM/Advt. Agencies/Empanelment/2023-24

Dated 15-09-2023

1. For and on behalf of Chairman & Managing Director, Bharat Sanchar Nigam Limited, Sealed Tenders are invited by General Manager (S&M)-CM, Chennai Telephones, for empanelment of Advertising Agencies for executing Marketing and publicity activities of the Chennai Circle.
2. **Scope of Work:** Marketing and publicity activities as defined in bid document of Chennai Telecom District.
3. **Eligibility conditions:**
 - Agencies should be fully accredited with INS.
 - Annual Turnover in last two financial years Minimum Rs.5 crores (Rupees five crores) in each year.
 - Should have a full-fledged office in Chennai.
 - Should have GST registration, Permanent Account Number (PAN)
 - The agency should not be barred by any government agency/Organization. The agency has to give an undertaking in this regard.

The bidders should submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid.

4. Bid Security/EMD/Performance Bank Guarantee:

- Bid Security/EMD: ₹ 1,00,000/- (Rupees One Lakh only) in the form of a Crossed DD drawn in favor of 'BSNL Chennai Telephones' from any scheduled Bank Payable at Chennai.
- Performance Bank guarantee: ₹ 1,00,000 (Rupees One Lakh only) to be submitted to BSNL Chennai Telephones on empanelment along with the agreement.

5. Commission: As defined in bid document.

6. Term of empanelment:

- Two years with a clause for extension.

7. Cost of tender document: ₹ 1180/- (Rs.1000+GST@18%)

- Last date and Time of issue of tender document : 16 00 Hrs. of 04-10-2023
- Last date and time for receipt of tender : 14 30 Hrs. of 05-10-2023
- Date and time of opening of tender : 15 00 Hrs. of 05-10-2023

8. Purchase of Tender Document:

Tender document can be downloaded from Central Public Procurement Portal (CPPP) <https://etenders.gov.in> and also from <https://www.chennai.bsnl.co.in>. The bidders downloading the tender document are required to remit the tender document fee of Rs.1180/- (Rs.1000+GST@18%) through DD (Demand draft should be in favour of **Accounts Officer (Cash), BSNL Chennai Telephones**)

(Or)

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Electronically through their respective internet banking enabled account via NEFT/RTGS to the account of BSNL Chennai Telephones (**Account Number: 06752101000011, Union Bank of India, Anna Salai Branch, Chennai-2, IFSC Code: UBIN0906751**)

DD or Proof for Electronic transfer (Proof should contain Transaction ID, Transaction Date, Transaction Bank) should be submitted along with their tender bid failing which the tender bid shall be rejected.

The SME / NSIC units shall be exempted from submission of Document Cost on production of requisite proof in respect of valid certification from MSME / NSIC for the tendered item.

9. Availability of Tender Document:

The tender document shall be available for downloading from 15-09-2023, 10.00hrs. Tender document is not transferable.

Tender without the following will be summarily rejected.

- Cost of Tender document in case of downloading the same
- Tender document signed in all the pages
- Bid security (OR) declaration from bidders in case of SME / NSIC.

10. Due date and mode of submission of documents:

10.1. Envelope of documents is to be superscribed prominently as: "**Tender for Empanelment of Advertising Agencies**" and to be properly sealed.

10.2. The tenders should be submitted on or before 14.30 Hrs. on 05-10-2023. Tenders may be dropped in the box available at O/o. General Manager (S&M) CM, V Floor, Anna Road Telephone Exchange Building, No. 10 DAMS Road, Chennai-600 002 (or) sent by Registered post to

Asst. General Manager (Marketing-CM),
O/o. GM(S&M) CM, BSNL Chennai Telephones,
Fifth floor, Anna Road Telephone Exchange Building,
No.10, DAMS Road, Chennai-600 002.

10.3. Documents received after 14.30 Hrs. of 05-10-2023 will not be accepted.

11. Opening of Tender bids:

11.1. The Tenders will be opened at 15.00 Hrs. on 05-10-2023 in the presence of the attending tenderers and / or their authorized representatives who choose to be present.

11.2. The authorized representatives of bidders can attend the TOE at the Conference Hall (Fifth Floor), O/o. GM (S&M)-CM, BSNL Chennai Telephones, No.10 DAMS Road, Chennai - 600 002.

11.3. Incomplete, ambiguous, conditional, unsealed tender bids are liable to be rejected.

11.4. GM (S&M)-CM, BSNL Chennai Telephones reserves the right to accept or reject any or all tender bids without assigning any reason.

Assistant General Manager (Marketing-CM),
O/o. GM(S&M)-CM, BSNL Chennai Telephones,
Chennai- 600 002.

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Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprise)

**Marketing Cell,
BSNL Chennai Telephones**

**Bid Document
For
Empanelment
Of
Advertising Agencies**

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SECTION I
INSTRUCTIONS, TERMS AND CONDITIONS

1.INTRODUCTION

1.1 The Company

BSNL was set up in October 2000, by the Government of India to operate telecom services and upgrade their quality, expand the Telecom Network, introduce new services and raise revenue for Telecom development needs of India. In the past twenty-two years the company has taken rapid strides to emerge as India's largest and one of World's major Telecom operating companies. BSNL has a good market share of National Telecommunication Network.

The company has also been in the forefront of technology induction by converting 100% of access lines into digital mode.

1.2 Basic & other related services

BSNL today provides a wide array of nation-wide telecom services. Apart from basic Landline services, it provides Mobile Services including 2G, 3G & 4G (in limited areas) services, Internet, Broadband, Fiber to the Home (FTTH) services, Wi-Fi services, Data Center services, Enterprise Data services such as Leased circuits, MPLS VPN etc, National and International Long-Distance services.

1.3 Cellular Service

BSNL's cellular service is being marketed under the brand name BSNL Mobile. BSNL is the first company to introduce 3G service Value added services like SMS, MMS, Voicemail, Call Divert, missed call alert, UMS & other services are also offered. BSNL has covered almost all the cities, and substantial length of National Highways, Rail Routes and State Highways. The Cellular services of BSNL are also providing incidental coverage to the rural areas falling en-route to National and important State Highways.

1.4 Marketing Policy

To facilitate marketing of its services, BSNL has branded its services. BSNL has also put into gear, the network of marketing channels. Apart from its own Customer Service Centers, Franchisees for BSNL services have been established backed by 24 Hrs customer care. Basic and other services are being marketed primarily through its own outlets/franchisees. In some areas Phone on Phone facility has also been implemented. Considering the competition there is a need for establishing various brands. The pricing policy is focused on affordability aiming at volumes.

1.5 Communication Strategy

There is a need to understand the segmentation and buyer preferences and have a communication strategy for establishing various brands as national cellular brands. All forms of media vehicles-Print, Electronic, Outdoor, Internet, Exhibitions, Events and Public relations etc. need to be explored to have an integrated communications set up. The communication strategy has to be adaptable to sudden changes in government policies, competitor moves, take care of inherent PSU setup, and be synergetic with corporate theme and campaigns without losing much of its efficiency and effectiveness.

1.6 Bid document

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Bid document includes the following: -

- a) Notice Inviting Tender,
- b) Section I: Instructions, Terms and conditions
- c) Section II: Bid Form
- d) Section III: Annexures
- e) Section IV: Forms etc.

1.7 Cost of Bidding

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

2. Procedure for Empanelment

1. An initial screening of all the applications will be undertaken by a First screening committee to scrutinize whether the applicants fulfill the "Qualifying Criteria". Those found not fulfilling will be rejected.
2. All the accepted applications will be evaluated and marks awarded for Turnover, Experience performance and office infra structure. Maximum marks for the same is 75.
3. Agencies who get 40% or above i.e. 30 marks or above out of 75 will be considered for the next stage.
4. Agencies who have qualified will be ranked based on the marks obtained. The first twelve agencies will be called for presentation. If the number of agencies who have qualified by getting 30 marks or more is less than twelve, only qualified agencies will be called for the presentation.
5. The short-listed agencies would be called for presentation on a specified date, time and venue before a high-level committee.
6. A panel of six advertising agencies will be selected there on based on final ranking which includes marks for presentation and will be issued letter of award.
7. Decision of Chief General Manager, Chennai Telephones is final.

3. Qualifying Criteria

First screening committee shall evaluate the capabilities of the agencies based on their profile and also keeping in view the following criteria.

- I. Continuous and regular accreditation to INS. (Copy of the proof to be attached.) A certificate to this effect from INS addressed to Bharat Sanchar Nigam Limited is to be obtained and submitted by the applicants on empanelment.
- II. Annual Turnover of Rs. 5 Crores each year for last two years (A certificate to this effect duly signed and sealed by Chartered Accountant is to be submitted).
- III. Handling of 3 Govt. / PSU / MNC accounts (Preferable)
- IV. Full-fledged office at Chennai.
- V. The agency should not be barred by any government agency/Organization. The agency has to give an undertaking in this regard.

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- VI. GST registration (Proof to be submitted along with latest copy of tax filing) and PAN (Permanent account number)

4. Duration of Empanelment

The Empanelment of selected agencies shall be for a period of **TWO YEARS**. Contract may be extended twice for a period of six months on each occasion with the same terms and conditions on mutual agreement depending on satisfactory performance of the empanelled agencies to the satisfaction of BSNL.

5. Scope of work

The scope of work for the empanelled agencies is defined in ANNEXURE-I.

Any other work related to corporate publicity, printing etc., will also be forming part of the scope as decided from time to time.

6. Submission of document

The bidder shall submit following documents along with the bid.

- I. The original copy of the tender document signed in all the pages by the authorized signatory should be submitted.
- II. Form-1: Bio-data and other details of the bidder. This form should be duly filled in and submitted along with EOI
[Note: Residential representatives or tie-up with any other firm/company will not be considered as Office. EOI furnished with any misleading or false information in this regard is liable to be rejected]
- III. Form-2: Qualifying requirements for empanelment of advertising Agencies.
- IV. Bid Security/EMD: ₹ 1,00,000/- (Rupees One Lakh only) in the form of a Crossed DD drawn in favor of 'AO Cash BSNL Chennai Telephones' from any scheduled Bank Payable at Chennai.

Note1:

- 1) The MSME/NSIC units shall be exempted from EMD/Bid Security on production of requisite proof in respect of valid Udyam Registration Certificate issued from MSME for the tendered item.)
- 2) A bid not secured in accordance with Clause 6(IV) shall be **rejected by BSNL** as non-responsive at the bid opening stage and returned to the bidder unopened
- 3) The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible as but not later than 30 days after the expiry of the period of the bid validity prescribed by BSNL pursuant to clause 28.
- 4) **The successful bidder's bid security** will be discharged upon the bidder signing the agreement in accordance with clause 10 and furnishing the performance security.
- 5) **The bid security may be forfeited:**
 - (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form **OR**
 - (b) In the case of successful bidder, if the bidder fails:
 - (i) To sign the contract in accordance with clause 10. **OR**

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- (ii) To furnish performance security in accordance with clause 9.
- (c) In both the above cases (a) & (b), the bidder will not be eligible to participate in the EOI for same item for one year from the date of issue of letter of intent. The bidder will not approach the court against the decision of BSNL in this regard.
- V. Tender document fee of Rs.1180/- (Rs.1000+GST@18%): DD/ Proof for Electronic transfer. Demand draft should be in favour of “**Accounts Officer Cash BSNL Chennai Telephones**” (or) electronically through their respective internet banking enabled account via NEFT/RTGS to the account of BSNL Chennai Telephones. Account Number: Account Number:067521010000011, Union Bank of India, Anna Salai Branch, Chennai-2, IFSC Code: UBIN0906751 (The MSME units shall be exempted from submission of Document Cost on production of requisite proof in respect of valid Udyam Registration Certificate issued from MSME for the tendered item.)
- VI. A corporate brochure of the agency (Experience covering last 5 years).
- VII. Documentary proof of GST registration.
- VIII. PAN number details.
- IX. Copy of latest income tax return.
- X. All supporting documents for qualifying criteria mentioned in clause 3 above.
- XI. Power of attorney attested by Notary Public or registered with Sub Registrar in favour of the Signatory signing the offer and documents or duly signed by all the directors/partners
- XII. An undertaking in format given in **ANNEXURE-VI** that none of bidder’s relative is working in BSNL. In case of proprietorship firm, certificate will be given by the proprietor. In case of partnership firm, the certificate has to be given by all partners. In case of limited company, all directors excluding Government of India/ Financial Institution nominee and independent part time directors appointed by Govt. of India/ Governor of the state. The near relatives for the purpose are defined as:
- i. Members of a Hindu undivided family.
 - ii. They are husband & wife.
 - iii. The one is related to other as father, Mother, Son (s), Son’s Wife (Daughter in law), Daughter(s) and daughter’s husband (son in law), brother (s), and brother’s wife, sister(s) and sister’s husband (brother-in-law).
- XIII. Bidder shall furnish a clause-by-clause compliance as given in **ANNEXURE-V**, to the requirements and commercial conditions demonstrating responsiveness to terms and conditions. In case of deviations, a statement of deviations and exceptions of provisions of the contract and commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance of terms and conditions shall not be considered.
- XIV. An undertaking to the effect that bidder shall itself, for the activities like posters, photographs, exhibitions, TV/ Radio Jingle, Web/ CD based production etc. or any other services as desired by BSNL used only authorized product/ material for BSNL work and shall indemnify BSNL for any losses or damages and including litigation, if any, arise due to use of such products/ materials for BSNL marketing activities.

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All the forms should be complete with required certificates/documents mentioned therein. Incomplete forms will be summarily rejected. Information provided without proper supporting documents will not be considered for evaluation.

Bids not complying with the above requirement are liable to be rejected.

7. Opening of Bid documents

The bid documents received within the stipulated time will be opened at the time and venue specified in the NIT. Bidders or their authorised representatives can choose to be present while opening of the bid documents.

Tender document will be summarily rejected for the following cases:

- (i) The covers which are not sealed properly.**
- (ii) Tender without EMD.**
- (iii) Tender without cost of tender document, if downloaded.**
- (iv) Tender without signature in all the pages of Tender document..**

8. Evaluation of Bids

- 1) The process of empanelment will be done in two steps.
- 2) In the first step all the bids will be scrutinized for their eligibility based on minimum qualifying criteria. The bids not qualifying the minimum criteria will be rejected. All the eligible bids will then be evaluated based on corporate strength, media strength and PR services offered as per points allocated in ANNEXURE-II.
- 3) Agencies who get 40% or above i.e. 30 marks or above out of 75 will be considered for the next stage.
- 4) Agencies who have qualified will be ranked based on the marks obtained. The first twelve agencies will be called for presentation. If the number of agencies who have qualified by getting 30 marks or more is less than twelve, only qualified agencies will be called for the presentation.
- 5) In the second step, top rank bidders (top 12 agencies or the number of qualified agencies whichever is less) will be called for further evaluation, based on the presentation organized at O/o GM, (S&M) CM, BSNL, CHTD on a given theme common to all agencies.
- 6) A panel of six advertising agencies will be selected there on based on final ranking which includes marks for presentation and will be issued letter of Intent.
- 7) After evaluation by the high-level committee, the recommendation of the high-level committee shall be approved by Circle Head.
- 8) Letter of Intent to successful bidder shall be issued by the EOI issuing authority with the instruction to submit unconditional acceptance and the requisite PBG within 15 days' time frame for signing the agreement.
- 9) The contract shall be awarded for a period of two years to the successful bidder(s) as per the terms and conditions stipulated in the EOI document.
- 8) Decision of Chief General Manager, Chennai Telephone District is final.

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9 Performance Bank Guarantee

- 1) Selected agency shall have to furnish a **Performance Bank Guarantee for Rs.1 lakh (Rupees One lakh only)** valid for 2 years 6 months (**Proforma for PBG is placed at ANNEXURE – IV**).
- 2) The bidder shall within 14 days of issue of the letter of intent, give his acceptance along with performance security in conformity with Annexure IV provided with the bid document.
- 3) **Performance security will be disbursed by BSNL after completion of contractor's performance obligations under the contract.**
- 4) If the contractor fails or neglects any of the bid obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.
- 5) The proceedings of performance security shall be payable to BSNL as compensation for any loss resulting from Supplier/ Agency's failure to complete its obligation under the contract.
- 6) **The performance security bond will be discharged by BSNL after completion of Supplier/ Agency's obligations under the contract and shall be extended suitably in event of extension of period of contract or till all obligations under the contract has been satisfied.**

10. Agreement

- 1) The selected agency has to enter into an agreement with BSNL Chennai Telephones. Form of agreement is at ANNEXURE III
- 2) Signing of **agreement** shall constitute the **award of contract** on the success bidder. Upon the successful bidder furnishing of performance security pursuant to clause 9, BSNL shall discharge the bid security/EMD.

11. Method of Job Allocation

1. Although it would be the endeavor of BSNL to distribute jobs to the empaneled agencies, yet the agency that makes the best presentation will be awarded the job. Hence, BSNL reserves the right to reject or accept any offer/job.
2. Mere empanelment does not confer automatic rights to any agency to secure/procure jobs.
3. For full details refer agreement form at ANNEXURE-III

12. PRICES

- (a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time.
- (b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/duties for the supplies made from the date of enactment of revised duties/taxes.
- (c) In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.

Any increase in taxes and others statutory duties/levies after the expiry of scheduled delivery date shall be to the supplier account. However, benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.

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13. PAYMENT TERMS

- 1) The bills for payment against this contract shall be submitted in duplicate along with an advance stamped receipt and release order for the amount claimed.
- 2) Copies of newspaper in which the advertisement has been published should accompany the original and duplicate bills.
- 3) No payment shall be made for design works initially submitted for selection and subsequently rejected by the BSNL.
- 4) Payments, if any, shall be made subject to statutory deductions.
- 5) Agency should submit the bill in time on completion of the work.

14. SUBCONTRACTS

Sub-contracting under this tender is "not permissible".

15. SCHEDULED DATE OF DELIVERY/ DELAYS IN THE AD AGENCY'S PERFORMANCE

- 1) Delivery of the Works and performance of services shall be made by the Ad Agency in accordance with the time schedule specified by the BSNL in its Release/work Order. In case the work is not completed in the stipulated delivery period, as indicated in the Release/work Order, BSNL reserves the right either to short close/cancel this release/work order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the Ad Agency and BSNL reserves the right to release/work balance-unsupplied works at the risk and cost of the defaulting Ad agency.
- 2) Delay by the Ad Agency in the performance of its delivery obligations shall render the Ad Agency liable to any or all of the following actions, forfeiture of its performance security, and imposition of liquidated damage and/or termination of the contract for default.
- 3) If at any time during performance of the Contract, the Ad Agency encounters conditions impeding timely delivery of the works and performance of service, the Ad Agency shall promptly notify the BSNL in writing of the fact of the delay, its likely duration and its cause(s). As far as practicable after receipt of the Ad Agency's notice, the BSNL shall evaluate the situation and may at its discretion extend the period for performance of the contract after mutual discussion with the Ad Agency.
- 4) If the contract is terminated by the BSNL, Chennai Telephones due to poor quality of work or negligence/poor workmanship/misbehavior/ bad act of the contractor/his person or non-observing of the provisions stipulated in the contract, the decision of BSNL will be binding and final. Further BSNL reserves the right to get the work done from any other bidder or from any other source as deemed fit for their operational needs.
- 5) Quarterly review of performance of agency may be done and if the performance is not up to the mark or if there is any breach of contract then empanelment is likely to be cancelled. The decision in this regard of BSNL will be final and binding.

16. LIQUIDATED DAMAGES

- 1) The date of completion of the work stipulated in the tender should be deemed to be the essence of the contract and delivery must be completed no later than the dates specified

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therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract period, without prior concurrence of the BSNL, and be accepted by the consignee, such deliveries will not deprive the BSNL of his right to recover liquidated damages under clause 16(2) below.

- 2) Should the bidder fail to execute the works within the period prescribed as per the release work order, the BSNL shall be entitled to recover 1% of the value of the charges/commission payable to the agency per day up to 5 days of delay and thereafter at the rate of 2% per day of the value of the charges/commission payable to the agency for the period from 6 to 10 days of delay. Delay period extension beyond 10 days would not generally be allowed. The extension beyond 10 days may be decided in most exceptional circumstances on case-to-case basis by the CGM, BSNL Chennai Telephones stating reasons and justifications for grant of extension beyond 10 days. Quantum of liquidated damages assessed and levied by BSNL and decision by BSNL thereon shall be final and binding on the vendor; further the same shall not be challenged by the vendor either before the Arbitration Tribunal or before the Court.
- 3) The total value of the liquidated damages as per above clauses under LD shall be limited to a maximum of 15% (Fifteen percent) + applicable GST i.e., LD shall be levied up to 10 days only as per provision at 16(2) above. GST on LD to be borne by the agency for their default.
- 4) If the bidder fails to deliver the services satisfactory within the prescribed area (in Sq cm) BSNL may impose a penalty of 1% up to 1 Sq cm. under-stated work/printed area in News Papers and 5% in case of more than 1 Sq cm. on the value of work actually carried out, in addition to proportionate value of work done as specified in work order. The penalty imposed by BSNL shall be final and not challengeable by the Supplier/ Agency.

17. FORCE MAJEURE

- 1) If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the BSNL as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at this option terminate the contract.
- 2) PROVIDED also that if the contract is terminated under this clause, the BSNL shall be at liberty to take over from the contractor at a price to be fixed by the BSNL, which shall be

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final, all unused, undamaged and acceptable materials, bought out components and stores in the course of manufacture in possession of the contractor at the time of such termination of such portions thereof as the BSNL may deem fit excepting such materials bought out components and stores as the contractor may with the concurrence of the BSNL elect to retain.

18. TERMINATION FOR DEFAULT

- 1) The BSNL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Ad Agency, terminate this contract in whole or in part
 - a. If the Ad Agency fails to deliver any or all of the works within the time period(s) specified in the Contract, or any extension thereof granted by the BSNL.
 - b. If the Ad Agency fails to perform any other obligation(s) under the Contract; and
 - c. If the Ad Agency, in either of the above circumstance(s) does not remedy his failure within a period of 7 days (or such longer period as the BSNL may authorize in writing) after receipt of the default notice from the BSNL.
- 2) In the event of the BSNL terminates the contract in whole or in part, pursuant to clause above the BSNL may proceed, upon such terms and in such manner as it deems appropriate, works similar to those undelivered and the Ad Agency shall be liable to the BSNL for any excess cost for such similar works. However, the Ad Agency shall continue performance of the contract to the extent not terminated.

19. TERMINATION FOR INSOLVENCY

The BSNL may at any time terminate the Contract by giving notice to the Ad Agency, without compensation to the Ad Agency, if the Ad Agency becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the BSNL.

20. TERMINATION BY EITHER PARTY:

Either party may terminate this agreement by giving three months' notice in writing to the other. The obligations of the parties shall continue during the notice period.

21. INDEMNITIES

- 1) The ad agency shall at all times hold the BSNL harmless and indemnify from against all actions, suits, proceedings, works, cost, copy rights, damage charges, claims and demands of every nature description brought or procured against BSNL, its officers and

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employees and forthwith upon demand and without protest or demur to pay to BSNL any and all losses, damages and costs (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL now or at any time have relative to the work or the ad agency's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person, including employees of the ad agency or damage to property resulting from or arising out of or in any way connected with or incidental to the operation caused by the contract documents.

- 2) In addition, the ad agency shall at his own cost and at the request of BSNL defend any suit or proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the BSNL. In addition, the ad agency shall reimburse the BSNL or pay to the BSNL forthwith on demand without protest or demur all costs, charges, expenses, losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against the BSNL arising out of or incidental or in connection with the operation covered by the contract.
- 3) BSNL will not be liable for any financial/legal liability
 - i) From the newspaper or any other persons through whom the advertisement or other material/services are realized by BSNL through the Agency.
 - ii) From any person, model, authority from whom the Agency procured and lodged the materials like photograph, CD, Posters etc. in advertisement or other services as described by BSNL.

In such eventuality the Agency will be personally liable for same including litigation cost at any subsequent stage, any dispute arises or legal action is taken by printer/newspapers/models/or any kind of third party against BSNL for non-payment of the bills, dues, damages, loss etc.

22. ARBITRATION

I. ARBITRATION (Applicable in case of supply orders/Contracts with Firms, other than Public Sector Enterprise) (Not applicable in cases valuing less than Rs. 5lakhs)

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder.

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days' notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign
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currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

2. The number of the arbitrators and the appointing authority will be as under:

Claim Amount (excluding counter claim, if any)	Number of arbitrators	Appointing Authority
Above Rs. 5 lakhs to Rs. 5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL.	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and 3 rd arbitrator, who shall be the presiding arbitrator, is the two arbitrators. BSNL will appoint its arbitrator from its panel.

3. Neither party shall appoint its serving employee as arbitrator.
4. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.
5. Parties agree that neither party shall be entitled for any pre-reference or pendente lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
6. Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is up to Rs. 5 crores.

[29B. Fast track procedure –

- (1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast-track procedure specified in sub-section (3).**
- (2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.**
- (3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-**
 - a. The arbitral tribunal shall decide the dispute on the basis of written pleadings, Documents and submissions filed by the parties without oral hearing;**
 - b. The arbitral tribunal shall have power to call for any further information Or clarification from the parties in addition to the pleadings and documents filed by them;**

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c. An oral hearing may be held only, if, all the parties make a request or if the Arbitral Tribunal considers it necessary to have oral hearing for clarifying certain issues;

d. The arbitral tribunal may dispense with any technical formalities, if an oral Hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

(4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.

(5) If the award is not made within the period specified in sub-section (4), the provisions of sub-Sections (3) to (9) of Section 29A shall apply to the proceedings.

(6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.]

7. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
Up to Rs. 5 crores	Within 6 months (Fast Track procedure)
Above Rs. 5 crores	Within 12 months

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

8. In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

9. The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).

10. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

II. Revision/ modified Clause II of Arbitration as per corporate office guideline in accordance with Arbitration and Conciliation (Amendment) Act, 2015 (3 of 2016) vide CO Letter No. MMS/135-1/2011-12(Pt.)/82 dated 12.07.2018, is as below

In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial contract (s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts interse and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Department), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4 (1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.

III. APPLICABLE LAW AND JURISDICTION

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- (a) The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Court at the place from where the Purchase Order has been placed.
- (b) Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

23. INSPECTION AND TESTS

1. BSNL or his representative shall have right to inspect the services regarding conduct of Advertising services for BSNL.
2. Should any inspection point out to the need of improvement, the alternation necessary to improve shall be incorporated free of cost to BSNL.
3. Nothing in clause 23 shall in any way release the Supplier/ Agency from any warranty or other obligations under this contract.
4. If any service or any part thereof before it is taken over is found un-satisfactory or fails to fulfill the requirements of the contract, BSNL shall give the Supplier/ Agency notice setting forth details of such shortcomings or failure and the Supplier/ Agency shall make or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding seven days of the initial report. These replacements shall be made by the Supplier/ Agency free of all charges. Should it fail to do so within this time, BSNL reserves the discretion to reject and replace at the cost of the Agency the whole or any portion of service as the case may be, which is un-satisfactory or fails to fulfill the requirements of the contract? The cost of any such replacement made by BSNL shall be deducted from the amount payable to the Agency.

24. SET OFF

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the BSNL or any other person or persons contracting through the BSNL and set off the same against any claim of the BSNL or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with the BSNL or such other person or persons contracting through BSNL

25. LEGAL JURISDICTION

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It is also a condition of this contract that the Court which has territorial jurisdiction upon the place (Chennai) from which the acceptance of Tender is issued shall have absolute jurisdiction for adjudicating any differences or disputes arising out of this Contract

26. AMENDMENT OF BID DOCUMENTS

- 1) At any time, prior to the date of submission of Bids, BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.
- 2) The amendments shall be notified in BSNL website and will also be intimated in writing or by FAX / E-mail to all prospective bidders on the address intimated at the time of purchase of the bid document from BSNL and these amendments will be binding on them. The bidder is not supposed to change any clause in EOI document downloaded from website. **However, the printed version of EOI Document available along with amendments (if any) issued by BSNL will be applicable to all bidders in case of any discrepancies.**
- 3) In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

27. CHANGES IN PURCHASE ORDERS

- 1) BSNL may, at any time, by a written order given to a Supplier/ Agency, make changes within the general scope of the contract related to terms & references, enlarging the scope, analysis or specifications.
- 2) If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the Supplier/ Agency for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

28. CLARIFICATIONS OF BID DOCUMENTS

- 1) A prospective bidder, requiring any clarification on the Bid Documents shall notify BSNL in writing or by FAX/E-MAIL at BSNL's mailing address indicated in the invitation of Bid. BSNL shall respond in writing or by FAX / E-mail to any request for the clarification of the Bid Documents, which it receives **not later than 10 days prior to the date of opening of the EOIs**. Copies of the query (without identifying the source) and clarifications by BSNL shall be sent to all the prospective bidders who have received the bid documents. Amendments will also be notified on BSNL website.
- 2) Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of

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relevant clauses of the bid documents. Pre bid meeting, if required, shall be arranged based on the request from prospective bidders.

29. PERIOD OF VALIDITY OF THE BIDS

- 1) Bid shall remain valid for 150 days after the date of opening of bids prescribed by BSNL. A bid valid for a shorter period shall be ***rejected by BSNL*** as non-responsive.
- 2) In exceptional circumstances, BSNL may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

30. Power of Attorney shall be in following manner

- i. The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the state and the same be attested by a Notary public OR registered before Sub-Registrar of the state concerned.
- ii. The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- iii. In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.

31. MODIFICATION AND WITHDRAWAL OF BIDS

- a. The bidder may withdraw his bid after submission provided that the written notice of the withdrawal is received by BSNL prior to the deadline prescribed for submission of bids.
- b. The bidder's withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 10 of NIT. A withdrawal notice may also be sent by FAX but followed by the signed confirmation copy by post, so as to reach this office **not later than the deadline for submission of bids.**
- c. No bid shall be modified subsequent to the deadline for submission of bids.

32. COMMERCIAL CONDITIONS

- i) Agency selected for empanelment shall abide by all relevant rule & regulations of the government as issued from time to time. Agency shall be responsible for adhering to norms of Advertising Standards Council of India (ASCI). Agency shall keep informed BSNL about any change in accreditation status of agency with INS.

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- ii) All rights for reproduction, editing and future use for the creative layouts accepted for release and/or released by BSNL shall be with BSNL unless otherwise stated explicitly & agreed by BSNL at the time of accepting the layout. The Supplier/ Agency shall indemnify BSNL against any third party claims of infringement of patent, copyright, trademark or industrial design. Intellectual property rights arising from use of any design/model if any under the scope of contract.
- iii) BSNL or his representative shall have right to inspect the services regarding conduct of Advertising services for BSNL.
- iv) Should any inspection point out to the need of improvement, the alternation necessary to Improve shall be incorporated free of cost to BSNL.
- v) Nothing in clause iii) to vi) shall in any way release the Supplier/ Agency from any warranty or other obligations under this contract.
- vi) If any service or any part thereof before it is taken over is found un-satisfactory or fails to fulfill the requirements of the contract, BSNL shall give the Supplier/ Agency notice setting forth details of such shortcomings or failure and the Supplier/ Agency shall make or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding **seven** days of the initial report. These replacements shall be made by the Supplier/ Agency free of all charges. Should it fail to do so within this time, BSNL reserves the discretion to reject and replace at the cost of the Agency the whole or any portion of service as the case may be, which is un-satisfactory or fails to fulfill the requirements of the contract? The cost of any such replacement made by BSNL shall be deducted from the amount payable to the Agency.

SECTION II

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BID FORM

To

AGM (Sales & Mktg-CM),
O/o GM (S&M) CM, BSNL
No.10, Dams Road, Chennai – 2.

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide as per clause 5, section I in conformity with the said services to be rendered, conditions of contract and specifications attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to commence deliveries within schedule time frame and to complete delivery of all the services specified in the contract within as per schedule calculated from the date of issue of your purchase order/RO.
3. If our Bid is accepted, we will obtain the performance bank guarantees i.e., one lakh from a Scheduled Bank towards the performance of the contract.
4. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the any bid, you may receive.
8. We have submitted required bid security as per clause 6 of Section I of EOI document.
9. We are eligible and submitted all documents

Dated this.....day of 20

Name and Signature -----

In the capacity of -----

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address

Signature of Authorized Signatory and Seal of Bidder

SECTION III

ANNEXURE-I

SCOPE OF WORK FOR EMPANELLED AGENCIES

1. Designing, Conceptualization, media management including release of Advertisement in Press/TV/Radio/Social media for BSNL service campaigns.
2. Printing and production of promotional material:
 - ⇒ Tariff charts
 - ⇒ Service leaflets (Posters, Stickers, Pamphlets, Retailer Card, danglers, etc.)
 - ⇒ Service Brochures, etc.
 - ⇒ Hoardings, Banners and digital display, etc.,
 - ⇒ Promotional materials for Roadshows / Melas such as Umbrella, Cap, T-shirts, Kiosk, Canopy etc.,
3. Design and release of Advertisements in Print Media for
 - ⇒ NITs /Notification
 - ⇒ Recruitment/Empanelment
 - ⇒ Announcement Ads
4. Making of TV spots/Visuals/Radio Jingles etc.
5. Organizing Exhibitions
6. Arranging publication of articles on telecom /arranging interviews/facilitate press conferences/ press release in leading news dailies/magazines/electronic media.

Financial (Commission)

Selected agencies shall be entitled to

- a) 12% commission for release in Print/electronic media where complete job of designing, material making, monitoring, scheduling related to Ad. is handled by the Ad Agency. The commission allowed by the print/electronic media over and above 12% will be passed on to BSNL by the ad agency. Advertising agency has to raise the bill accordingly for less value.
- b) 2.5% where release only is planned, scheduled, monitored and executed and/ or creative belongs to other Agency (including that sent by BSNL corporate office)
- c) Creative agency (Print & electronic), if different than the releasing agency, will get 9.5% **for its first use only during term of empanelment** (Not applicable for creative supplied by BSNL corporate office)

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- d) For activities like production of TVC /radio Jingle/Posters/Stickers/Leaflets etc. where no fixed rates are available, the rates will be decided either on case to case basis or fixed by BSNL circle for standardized items.

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EVALUATION CRITERIA

Sl.No	Parameter	Maximum Marks
1.	For Meeting Minimum Turnover Criteria – 10 Marks, 2 marks for every extra 1 Crore turnover,	30
2.	For 2 years of experience – 5 Marks, 2 marks for each one year of additional experience. Bonus Experience points for relevant experience (to be evaluated by committee on the basis of - Clients serviced, campaigns handled, awards, exhibitions organized, best advertisement (creative) & performance of existing agencies empanelled with BSNL. Distribution of Bonus marks will be as below: (i) Clients serviced- 2, (ii) Campaigns handled-2, (iii) Awards-2, (iv) Exhibitions organized-1, (v) Best advertisement (creative)-2, (vi) Performance of existing agencies empanelled with BSNL-1.	15 10
3	Existing Office infrastructure to be evaluated by committee based on visit to office of applicant. In case no agency has office, the offer will be made to agencies to establish office within 15 days of issue of LoI. Distribution of marks will be as below: (i) Location-3, (ii) Area of office-6, (iii) AC or non AC-3, (iv) Office Ambience-2, (v) Computer peripherals-2, (vi) Printing facility-2, (vii) Number of staff-2	20
4	Presentation [Parameters to be Judged-Creativity, understanding of BSNL operations, Strategy, PR]	25
		100

FORMAT OF AGREEMENT

THIS AGREEMENT made on this _____ day of _____ 2023 at Chennai-2 between Bharat Sanchar Nigam Limited Chennai Telephones having its Sales and Marketing Office at 10, Dams Road, Chennai-2 and having its registered Office at Bharat Sanchar Bhawan, No.10, Harish Chandra Mathur Lane, Jan path, New Delhi-110 001 (hereinafter referred to as “BSNL”) which expression shall include its successors and assignees on the **one part** and M/s. _____ (hereinafter referred to as “Agency”) which expression shall include its successors and assignees on the **other part**.

WHEREAS BSNL intends to empanel Agencies for its Marketing and Publicity activities such as Conceptualization, design and release of Advertisements in any print, electronic, outdoor media, release of TV / Radio commercials, PR, Radio shows / Events, Point of purchase material / Promo literature and any other requirement related to marketing and advertising.

AND WHEREAS the said Agency who is having all the wherewithal is hereby empanelled to undertake all such jobs as and when signed by BSNL on the terms and conditions as set out in this Agreement.

WHEREAS both the parties to the Agreement agree to the following terms and conditions:

- 1.The Agency shall nominate the team, their name(s), address (es), Telephone Nos.(Including residence) for better co-ordination.
- 2.The Agency shall make available the complete contact address of its Directors and local heads to BSNL.
- 3.BSNL being a service organization, many of the requirements could be of emergency nature. The Agencies have to respond to such demands despite holidays / beyond office hours.
- 4.Although it would be endeavor of BSNL to distribute jobs to the empanelled agencies yet the Agency that makes the best presentation will be awarded the job. Hence, BSNL reserves the right to reject or accept any offer / job.
- 5.Mere empanelment does not confer automatic rights to any agency to secure / procure jobs.
- 6.BSNL will not pay for the presentation. No charges will be paid for designing, artwork materials, photography, language translation and any expenditure associated with developing for release of an advertisement in any print media. For other releases wherever required, such charges will be decided before placing P.O and specified clearly in the P.O.
- 7.Immediately after publication of the advt., the tear sheets/photographs/telecast certificate/agency certificate as applicable thereof should reach BSNL office confirming the execution of work order issued by BSNL.
- 8.While submitting its media bills for payment to BSNL for jobs done, the agencies must ensure that they enclose the following documents for speedy clearance.
 - a. Pre receipted Agency Bill.
 - b. Publication/Media original Bills.
 - c. Two sets of tear sheets/log sheets/telecast certificate/photographs of advertising as proof.
 - d. Copy of Work Order.

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- e. In case of Print/Electronic media release, position analysis-saving statement/TRP-GRP analysis as applicable.
9. BSNL has the right to use the advertisements/visuals cleared for release for its own future purpose without any financial obligations towards the agency. BSNL may ask the Agency to deposit one set of positives / Soft copy of Ad of such releases at no extra cost.
10. The Agency shall be responsible for obtaining rights for the Models/Visuals used in BSNL Ads. The Agency with this agreement indemnifies BSNL against any such claim whatsoever arising out of such use during the specified period. The period may be clearly stated by the agency in view of clause '9'.
11. BSNL may ask the Agencies to provide media buying offers and the benefits accruing there from shall be passed on to BSNL.
12. The billings should clearly state the applicable government taxes.
13. BSNL will strive to clear payments of bills submitted by agencies within 60 days of submission of the bills with all enclosures, subject to fund availability.
14. BSNL reserves the right to negotiate directly with the media for release of advertisement if the situation so demands.
15. No Agency on the panel shall handle competing clients (Public sector/Private sector) who are in the same business as BSNL to avoid clash of interests and maintenance of secrecy.
16. Commencement & Duration
- a. This agreement shall commence from the _____ day of ____ 2023 for a period of two years up to _____
- b. Contract can be extended for a period of one year (twice, six months on each occasion on the same terms and conditions on mutual agreement.
17. Payment Terms is governed by Section-1, Clause-13 of EoI Tender Document.
18. Penalty clause is governed by Section-1, Clause-9 & 16 of EOI Tender documents.
19. **Modification in terms:**

Any changes in the terms and conditions contained herein shall have effect only prospectively and shall be valid only if recorded in writing and signed by the authorized officers of the BSNL and the agency.

20. **Termination:**
- a. Either party may terminate this agreement by giving three months notice in writing to the other. The obligations of the parties shall continue during the notice period.
- b. However, if the services of the agency are not found satisfactory, BSNL shall have the right to cancel the contract at any time without assigning any reason and without any financial compensation to the Agency.
- c. BSNL is empowered to encash the Bank Guarantee/levy penalty to the tune of damages caused to BSNL by the agency in case the performance of the Agency is not satisfactory.

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21. Arbitration:

As per Arbitration clause 22 of Section-I of EOI document.

IN WITNESSETH whereof the parties have put their hand on this Agreement on the day and year first above written.

BSNL

AGENCY through its
Authorized representative

Date:

WITNESSES:

Signature of Authorized Signatory and Seal of Bidder

Format for Performance Bank Guarantee

(To be typed on Rs.100/- non-judicial stamp Paper)

Bank Guarantee in respect of Agreement dated _____ (herein after referred to as ' the said agreement') between Bharat Sanchar Nigam Ltd, Chennai Telephones having its Corporate & Registered Office at Bharat Sanchar Bhawan, No.10, Harish Chandra Mathur Lane, Jan path, New Delhi-110 001 (herein after referred to as 'BSNL') and M/s. _____ an agency fully accredited with INS, having its Head Office at _____ (herein after called as 'Agency') whereby BSNL has agreed to empanel Agencies for providing Marketing and publicity services on terms and conditions exclusively mentioned therein.

It has been agreed between the parties that a performance Bank Guarantee for Rs.1 lakh (Rupees One Lakh only) shall be given by the Agency in favour of BSNL for due and faithful performance of the terms and conditions of the said agreement.

_____ Bank having its Office at _____ has at the request of the Agency _____ agreed to guarantee as herein after contained:

1. We. _____ (herein after called 'the Bank') do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Agency has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there under the Bank shall on demand without any objection or demur pay to the BSNL, the said sum of Rs. 1,00,000/- (Rs. One Lakh only) or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
2. Any such demand from the BSNL shall be conclusive as regards the liability of Agency to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to with hold payment on the ground that the Agency had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding is pending between Agency and BSNL regarding the claim.
3. We, the Bank further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect for the period of 2 years 6 months from the date of commencement of the agreement. But if the period of the said agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the Agency and the BSNL, the Bank shall at the request of beneficiary renew the period of the Guarantee for such period which expires 6 months after the renewed period of the said agreement failing which it shall pay to the

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BSNL the said sum of Rs 1,00,000/- (Rupees One lakh only) without BSNL demanding the payment of the above sum.

4. The Bank further agrees that BSNL shall have the fullest liberty without the consent of the Bank and without affecting in anyway the obligations here under to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the agency and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Agency or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to the Agency or any other matter or thing whatsoever which under the law related to sureties would but for this provision have the effect or relieving or discharging the guarantor.
5. The Bank further agrees that in case this guarantee is required for a longer period and is not extended by the Bank beyond the period specified above in clause 3, the Bank shall pay to BSNL without BSNL having to demand the payment of the said sum of Rs. 1,00,000/- (Rs. One lakh only) on the last day on which Bank Guarantee is due to expire.
6. Notwithstanding anything herein contained
 - The liability of the Bank under this guarantee is restricted to Rs.1,00,000/- (Rs. One lakh only) and it will remain in force for a period of 30 months i.e. upto_____
 - The guarantee shall stand completely discharged and all rights of the BSNL under this guarantee shall be extinguished if no claim or demand is made on us in writing on or before _____
7. The Bank Guarantees under its constitutional power to give this guarantee and _____
_____ and _____ who have signed it on behalf of the Bank have authority to do so.

(Signature of the Authorised Bank Officer)
Power of Attorney number,

Dated:
At

Signature of Authorized Signatory and Seal of Bidder

CLAUSE-BY-CLAUSE COMPLIANCE STATEMENT

SI	CLAUSES	COMPLIANCE
(A)	(B)	(C)
1.	All clauses of section-I	FULLY COMPLIED
2.	All clauses of Section-II	FULLY COMPLIED
3.	All clauses of section-III	FULLY COMPLIED
4.	All clauses of section-IV	FULLY COMPLIED

The clause-by-clause compliance statement should be given as per clause 6(XIII) of Section-I. The bidder should mention “FULLY COMPLIED” in the column “C” above; otherwise a statement of deviation may be submitted.

Signature of Authorized Signatory and Seal of Bidder

NEAR RELATIVE CERTIFICATE

“I.....
.....s/o.....
.....r/o.....
.....

..... hereby certify that none of my near relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.”

Dated:

Signature & seal of bidder

Name in block letters of the signatory.....

In capacity of

Signature of Authorized Signatory and Seal of Bidder

**SECTION IV
FORMS**

Form -1

BIODATA AND OTHER DETAILS OF BIDDER.

(This form should be duly filled in and submitted along with EOI. Documentary proof may be serially numbered and enclosed. Also mention the annexure number in the relevant column)

Sl. No.	Item	Particulars	Documentary proof Annexure No.
1	Name of the agency		
2	Year of establishment		
3	Legal status of the agency State whether Proprietorship / Partnership / Public Limited / Private Limited (Copy of stamped affidavit & signed by notary public in case of proprietor ship; deeds/Memorandum of Association & Articles of Association should be enclosed in case of partnership / companies)		
4	Details of Head Office		
	Location		
	Full address of head office		
5	Details of Chennai office		
	Contact person Name:		
	Designation:		
	Telephone No:		
	Fax No:		
	E mail ID:		
	Full address of Chennai office		
6	Infrastructure in Chennai office		
	Is there an art department in the office-state yes/no		
	Total no. of staff in Chennai Office		
	No. of staff in creative team		
	No. of staff handling media		
	Do you have own recording facility or is there any tie up arrangement. Please specify		

Signature of Authorized Signatory and Seal of Bidder

	Do you have own printing facility or is there any tie up arrangement. Please specify		
	Is there a full-fledged studio in the Chennai office. Please give details Can attach separate sheet if necessary		

	Items	Particulars	Documentary proof Annexure No.
7	Turnover of the company-in crores. (Mention the figure below. For proof, attach signed certificates from Chartered Accountant / copy of audited financial statements viz. Trading, P & L A/c, Balance Sheet, Income tax Returns etc. for the respective years.) (For the years)	
	Year	Turnover in Crores	
8	Are you empanelled by any BSNL units presently or in the past if so fill up details below. (Attach copies of empanelment letters for proof)		
	Name of BSNL unit	Period of empanelment	
9	Name the Telecom sector PSUs / company served by the agency in <u>the last 5 years</u> (Attach copies of empanelment letters)		
	1	4	
	2	5	
	3	6	
10	Name the PSUs / company served by the agency in <u>last three years</u> (Attach copies of empanelment letters)		
	1	6	
	2	7	
	3	8	
	4	9	
	5	10	
11	Name of other clients served by the agency in <u>last three years</u>		
	1	6	
	2	7	
	3	8	
	4	9	
	5	10	

Signature of Authorized Signatory and Seal of Bidder

12	Details of awards received in print media and visuals from reputed publications like A&M, ASCI (awards for which copies of certificates / citations attached only will be considered.)		
	Award given by (Organization/agency)	For what	
	1		
	2		
	3		
	4		
	5		

	Item	Particulars	Documentary proof Annexure No.
13	Accreditation with INS		
	1. Details of continuous and regular accreditation for the last 2 years		
	2. Details of latest INS accreditation as on the date of applying letter from INS, if any:		
14	GST Registration details.		
15	Agency's PAN Number:		
16	Capability to arrange interviews in electronic and print media –give details of such capability in the past and commitment to BSNL without additional cost		
17	Why do you think you are suitable for empanelment with BSNL		
18.	Any other Additional Information in respect of Annexure II Evaluation Criteria		

Signature of Authorized Signatory and Seal of Bidder

DECLARATION

I/We hereby certify that all the particulars given above are correct and true to the best of my / our knowledge.

Signature:

Full Name:

Designation:

Address: (Authorized Representative)

Note:

1. *All the points in the above columns should be duly filled by the applicant. Additionally, if needed, the agency can use separate sheets for explaining the above points.*
2. *BSNL reserves the rights to verify the facts given by the agency, with the authorities if so required.*

Signature of Authorized Signatory and Seal of Bidder

QUALIFYING REQUIREMENTS FOR EMPANELMENT OF ADVERTISING AGENCIES

(To be submitted by advertising agencies on their letter heads)

1. Regular Press Billing for the last two years should be at least ₹ 5 crores (Rupees five crores only).

Total Press Billing for the year	₹ In crores
(a) 20 -20	_____
(b) 20 -20	_____

(Attach certificate from Chartered Accountant / P&L Account)

2. Accreditation with INS, Doordarshan and AIR

- (a) Details of continuous & regular accreditation for the last two years.
 (b) Latest INS accreditation as on the date of applying letter from INS (attach proof).
 (c) Proof of Doordarshan & AIR accreditation

3. At least one full-fledged offices in Chennai.

4. Have you serviced/serving any PSU having turnover of minimum Rs. 100 crores. Give details with proof.

5. GST Registration No. (Attach photocopy).

6. Copy of Partnership Deed/certificate of incorporation/registration.,

7. Audited Balance Sheets, P&L Statement and Income Tax Statement filed for financial year _____

8. PAN of the agency.

Signature _____**Full Name** _____**Designation** _____**Address** _____**(Authorized Representative)**

Signature of Authorized Signatory and Seal of Bidder

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(Should be brought at the time of bid opening)

(To be typed in company letter head and submitted to DGM (S&M) CM before date of bid opening)

To

DEPUTY GENERAL MANAGER (S&M) CM
BSNL, Chennai Telephones,

Sub: Authorization for attending bid opening for empanelment of advt. agencies on date

Sir,

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signature
I		
II		
Alternate Representative		

Signatures of bidder or
Officer authorized to sign the bid
Documents on behalf of the bidder

Notes:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

Signature of Authorized Signatory and Seal of Bidder