



**EXPRESSION OF INTEREST
FOR
EMPANELMENT OF ADVERTISING
AGENCIES
FOR
HARYANA TELECOM CIRCLE**

File No: - HRCO-15/11(11)/2/2020-S and M HR CO

**Issued by: BSNL Haryana Circle, Marketing Cell, Room No. 108-B, 107, The Mall,
Ambala Cantt-133001.**

**Tel. No. 0171-2603410
www.haryana.bsnl.co.in**

Check-list for Submission of Bid document

Note 1: Duly filled LETTER OF AUTHORISATION, as per Section X of bid document, FOR ATTENDING BID OPENING should be brought separately at the time *of bid opening*.

Note 2: The bidder should indicate page no(s) on all the enclosures being attached with the Bid Document and the same should also be mentioned in column –III of checklist. *A bid without compliance of this note may not be considered for further evaluation.*

Particulars	For details refer to	Available at page No. (To be indicated by the bidder)	Remarks of Committee (For use of BSNL)
I	II	III	IV
Demand draft of Rs. 500/- (Rupees Five Hundred only) + 18% GST extra, in favour of Accounts Officer (Cash), BSNL, O/o CGMT, Haryana (If EOI document is downloaded from website) or Proof in respect of valid certification from MSME for the tendered item (in case of claim for the MSME registered agency)	Section I, Para No 3		
ELIGIBLE BIDDERS	Section II, Para No 2		
Accreditation	2.1		
Annual Turnover certificate	2.2		
Proof of Handling of three Govt. / PSU/ MNC Accounts (preferable)	2.3		
<i>Please fill-up the Office Particulars in the FORM-1</i>	2.4		
Undertaking of non barring by any government agency	2.5		
Photo copy of GST registration number(HSN code).	2.6,10.4,10.12		
BID SECURITY Bid Security for an amount of Rs 50000/- (Rs. Fifty thousand only) in the form of bank Guarantee as per format given in Section-VIII on Rs 100/-- Non-judicial paper with stamps of proper value in a separate cover, in favour of A.O(Cash)O/o CGMT,BSNL, Haryana Telecom Circle, Ambala valid for a period of 180 days from the date of opening of EOI or Proof in respect of valid certification from MSME for the tendered item.(In case claim for exemption from submission of Bid Security deposit).	12 12.1 12.3 12.4		
Completed <i>bid form as per Section VI</i> furnished in the Bid Document.	8		
i) Original Bid	14.1		
ii) Copy of original bid			
Proof of Bidders eligibility and qualification	10		
Copy of Certificate of incorporation	10.2		
Copy of Article/ Memorandum of Association	10.3		
Photocopy of PAN No.	10.5		
Photocopy of Registration certificate for marketing and publicity activities of company / agency.	10.6		
<i>An undertaking, as per Annexure "B"</i>	10.7		
Particulars for empanelment of Advertising agency as per Form-1	10.8		
<i>Duly filled Annexure "A"</i>	10.9		
<i>Undertaking for using only authorized product/ material for BSNL work</i>	10.10		
<i>A Corporate brochure of the agency.</i>	10.11		
Power of attorney attested by Notary Public or registered with Sub registrar	10.12		
<u>Experience</u>	Section XI, Para No		
Proof of Legal status of registration of agency	10 a)		
Proof of Clients Serviced in past 5 years/ presently serving	10 b)		
Proof of service campaigns handled	10 c)		
Proof of Exhibitions Organized	10 d)		
Details and proof of Awards received in Print Media/ Visuals	10 e)		
Proof of Best Advertisement (creative)	10 f)		
Proof of appointment of empanelment in BSNL if any.	10 g)		
Proof of servicing/serving any PSU having turnover of min. Rs. 100 Crs.	7		

TABLE OF CONTENTS

<u>TITLE</u>	<u>SECTION</u>	<u>PAGES</u>
Expression of Interest	- Section I	4
Instructions to Bidders	- Section II	5
General (Commercial) Conditions of Contract	- Section III	15
Special Conditions of the Contract	- Section IV	22
Scope of Work	- Section V	24
Bid Form	- Section VI	25
Price Bid	- Section VII	25
Bid Security Form	- Section VIII	26
Performance Security Guarantee Bond	- Section IX	27
Letter of Authorization for Attending Bid Opening	- Section X	29
Form I: Particulars of Advertising agency & Qualifying Requirement-	Section XI	30
Agreement (Award of contract)	- Section XII	32
Clause by Clause compliance statement	Annexure –A	36
Near Relative Certificate	Annexure-B	37

SECTION - I
EXPRESSION OF INTEREST
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
HARYANA TELECOM CIRCLE

Office of Issue	O/o Sr.GM.(Sales&Mktg), Circle Office Ambala, 107,The Mall,Ambala Cantt-133001
Date of Issue	26/06/2024
EOI No.	HRCO-15/11(11)/2/2020-S and M HR CO
EOI Document Available from	S.D.E (Mktg,Coml-CM), Room No.108-B,Ist floor,O/o CGMT,Haryana,107, The Mall,Ambala Cantt 133001 , w.e.f 26/06/2024 to 15 / 07 /2024
Due Date of Receipt	16/07 /2024 up to 11:00 hours
Opening Date	16 /07 /2024 at 11: 30 hours

On behalf of Chief General Manager Telecom, Bharat Sanchar Nigam Limited (BSNL), Haryana Telecom Circle, Ambala; sealed bids are invited for empanelment of 4 numbers of Advertising Agencies for planning & conducting of Advertising & Marketing functions of Circle Office, Ambala & its 09 Telecom District H/Q's of Haryana including Civil & Electrical Zones for the period of 2 years from the date of contract.

1. The Indian Advertising Agencies willing to participate in the EOI should fulfil the following requirement: -
 - (i) Fully accredited with INS for last two years as on 26 /06 /2024.
 - (ii) Having minimum Audited turnover of press billing, marketing and publicity activities for Rs. 2 Crores (Rupees Two Crores) per year in financial year 2021-22 & 2022-23 as per audited statement of account.
 - (iii) Having experience of handling of three Govt./ PSU/ MNC Accounts (preferable).
 - (iv) Having full-fledged office or Head office at Ambala/Tricity (Chandigarh/Panchkula/Mohali) and having/ willing to set-up minimum two other offices in any two Telecom. District H/Q's of BSNL Haryana Telecom Circle (including Delhi) to support timely service of marketing & publicity activities.
 - (v) Bid security in the form of Bank Guarantee will be of Rs.50,000/-
3. Intending bidders may obtain copy of the EOI document containing commercial conditions along with relevant specifications -

Either by downloading EOI document from the www.haryana.bsnl.co.in and submit demand draft issued by nationalized/ scheduled bank payable at Ambala of Rs. 500/- (Rupees five hundred only) + 18% G.S.T extra in favour of Accounts Officer (Cash), BSNL, O/o CGMT, Ambala at the time of submission of bid in sealed envelope I as per clause 15.1 of section II or

The tender documents shall be issued free of cost to MSME bidders on production of requisite proof in respect of valid certification from MSME for the tendered item.

OR

From S.D.E (Mktg,Coml-CM), Room No. 108-B,O/o CGMT,BSNL Haryana,107,The Mall,Ambala Cantt-133001 on payment of Rs. 500 (Rs. Five Hundred only) + 18% G.S.T extra by Crossed Demand Draft payable at Ambala drawn on any nationalized / scheduled bank in Ambala in favour of Accounts Officer (Cash), BSNL, O/o CGMT, Ambala w.e.f. 26/06/2024 to 15/07/2024 between 10:00 AM to 5 PM on all working days. **All pages of tender document must be signed with stamp by the bidder or authorised signatory before submitting the bid document.**

4. Fee for Bid Document is neither transferable not refundable.
5. The right to accept or to reject any Bid without assigning any reason whatsoever is reserved with the CGMT, Haryana Telecom. Circle, 107,The Mall,Ambala Cantt.
6. **BSNL reserves the right to call for the original document(s) of the supporting document(s) or any other supporting/additional documents at any stage at any time from the bidder/vendor.**

SECTION II

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

1.1 The Company

BHARAT SANCHAR NIGAM LIMITED (BSNL) was formed by corporatization of the erstwhile Department of Telecom Services & came into being on 15th September 2000. The company has taken over w.e.f. 01.10.2000 the erstwhile functions of the Department of Telecom in respect of provision of telecom services across the length and breadth of the country excluding Delhi & Mumbai. At the time of corporatization of BSNL, the Cabinet decision stipulated that Government shall provide a package of measures to ensure that the viability of BSNL is not impaired by providing uneconomic but socially desirable services at the behest of the Government. BSNL is a 100% Govt. of India owned Public Sector Undertaking with an authorized share capital of Rs. 40,000 crore and paid up capital of Rs. 12,500 crores comprising of Rs. 5,000 crores of Equity and Rs. 7,500 crores of Preference shares capital. BSNL is a 100% Govt. of India owned Public Sector Undertaking with an authorized share capital of Rs. 1,50,000 Crores and paid up capital of Rs. 38,886.44 Crores comprising of Rs. 31,386.44 Crores of Equity and Rs. 7,500 Crores of Preference shares capital. Its total income during FY 2022-23 is Rs.20,699 Crores (audited). However, the share capital of BSNL will be increased from Rs. 1,50,000 to Rs. 2,10,000 Cr, as a result of approved capital infusion on account of spectrum charges.

The company has a vast experience in planning, installation, network integration & maintenance of switches & transmission networks. BSNL has a world class ISO 9000 certified Telecom Training Institute.

BSNL is a technology-oriented integrated telecom service providing company which provides complete bouquet of telecom services viz:

- Wire line Services
- GSM Mobile Services including 2G, 3G, 4G & Value added Services (VAS)
- Internet and Broadband services including Fiber to the Home (FTTH)
- Wi-Fi services
- Data Center services
- Enterprise Data services such as Leased circuits, MPLS VPN etc
- National Long Distance services
- International Long Distance Services

BSNL VISION:

- Be the leading telecom service provider in India.
- Be a customer focused organization with excellence in customer care and marketing.
- Leverage technology to provide affordable and innovative telecom services / products across customer segments.

MISSION:

- Becoming the most trusted, preferred and admired telecom brand.
- Providing reliable telecom services that are value for money.
- Generating value for all stakeholders – employees, shareholders, vendors and business associates.
- Excellence in customer services- friendly, reliable, time bound, convenient and courteous service.
- Offering differentiated products / services tailored to different service segments.
- Developing a marketing culture that is responsive to customer needs.
- Maximizing return on existing assets with sustained focus on profitability.

OBJECTIVES:

- Increase sales revenue with focus on subscriber retention & acquisition by way of strengthening marketing, quality of service and customer delivery.
- Accelerate the pace of expansion of mobile & data services with up-gradation of technology.
- Leverage data services to increase BSNL's customer's base & revenues by providing higher bandwidths capabilities for wire line and wireless broadband customers.
- Adopt policies and processes to enable transparent, quick and efficient decision making.
- Developing marketing team with attitude towards customer care.
- Improve customer care by reducing fault rate, upgrading Customer service and convergent billing.
- Providing a conducive work environment with strong focus on performance to enhance customer delight towards BSNL services.

- Strengthen company's finances by gainful utilization of its assets through sharing / monetization of existing infrastructure like land, building and sharing of passive infrastructure like towers etc.
- Creating Wi-Fi Hot Spots and replacing Legacy wire line exchanges by Next Generation Network.
- Expanding the reach of fiber network near to the customer premises particularly in apartment complexes through FTTH in order to meet the bandwidth requirement for both data & video applications.
- leverage the existing infrastructure of BSNL thereby contributing towards nation building by facilitating the execution of government programs and initiatives viz. National Optical Fiber Network (NOFN), Network for Spectrum (NFS), and Smart City concept.
- Improve productivity by training and skill development and rationalization of manpower.
- Developing knowledge pool exposed to latest technological advancements.
- To become preferred service provider to the Government for reliable and secure service Network and to serve National security interests.
- To explore opportunities in international telecom in developing markets.

The details of Services provided by BSNL are as under:-

BSNL has modernized its network by incorporating state of the art technology with 100% digital new technology switching network. BSNL has a customer base of 1,079.77 Lakh subscribers.

Wire-line Services: The vast switching network for landlines comprises of 20,920 exchanges having a capacity of 163.29 Lakh lines serving 65.36 Lakh customers.

Wireless Services: 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. 1,014.41 Lakh mobile connections are working against equipped capacity of 1,142.94 Lakhs. BSNL has 84,268 BTSs of 2G technology, 62,683 Node-Bs of 3G technology and 8,638 e-Node-Bs of 4G technology. The 3G mobile facility has been rolled out in 6,283 cities / towns.

Broadband Services: BSNL had launched its Broadband services in January 2005 using ADSL2+ technology. 36.09 Lakh Wired broadband connections are working (including DSL, FTTH & ILL) as on 31.05.2023. BSNL nation-wide telecom network covers almost all the District headquarters (DHQ) and cities.

BSNL is providing Wi-Fi broadband connections. BSNL has 5.51 lakh Wi-Fi (unique users) as on 31.05.2023.

BSNL also provides Wireless Broadband Services on 3G & 4G. Total 3G+4G connections are 212.39 Lakh as on 31.05.2023.

In addition, BSNL is providing a host of Value Added Services (VAS) to its landline and mobile customers. VAS is normally a third party service and is provided on franchise model on revenue share basis.

BSNL Regd. Office: Bharat Sanchar Bhavan Harish Chandra Mathur Lane, Janpath, New Delhi-110 001

BSNL Corporate Office: Bharat Sanchar Bhavan Harish Chandra Mathur Lane, Janpath, New Delhi-110 001

Signature of bidder with seal

1.2 DEFINITIONS

- (a) **“The Purchaser”** means the CGMT, BSNL ,Ambala,Haryana.
- (b) **“The Bidder”** means the individual or firm who participates in the EOI and submits its bid.
- (c) **“BSNL”** means Bharat Sanchar Nigam Limited
- (d) **“The Supplier/ Agency”** means the individual or firm rendering the services under the contract.
- (e) **“The Services”** means all activities related to conduct & performance of contractual obligations under the contract.
- (f) **“The Advance Purchase Order/ Letter of intent”** means the intention of BSNL to place the Purchase Order on the bidder.
- (g) **“The Purchase Order”** means the order placed by BSNL on the Supplier/ Agency signed by BSNL including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as “Contract” appearing in the document.
- (h) **“The Contract Price”** means the price payable to the Supplier/ Agency under the purchase order for the full and proper performance of its contractual obligations.
- (i) **“Acceptance”** is a process of accepting satisfactory services rendered by “Supplier/ Agency” by BSNL.

2. ELIGIBLE BIDDERS

- 2.1 **Accreditation:** Fully accreditation with INS for the last two years as on 26/06/2024. Applicant should submit a self attested certificate to this effect. BSNL reserves the right to verify it.
- 2.2 **Annual Turnover:** Minimum Audited turn over of press billing, marketing and publicity activities for Rs. 2 Crores (Rupees Two Crores) per year in financial year 2021-22 & 2022-23 as per audited statement of account. Attach certificate from Chartered Accountant/Audited P&L Account separately showing press billing, marketing and publicity activities for financial year 2021-22 & 2022-23.
- 2.3 Handling of three Govt. / PSU/ MNC Accounts (preferable) (attach proof).
- 2.4 Full-fledged office or Head office at Ambala/Tricity (Chandigarh/Panchkula/Mohali) & and having/ willing to set-up minimum two other offices in any two Telecom District Head Quarter of BSNL, Haryana Telecom Circle (including Delhi) to support timely service for activities within the scope of work. Self-certification by the agency is to be given. BSNL shall verify the same by visit to agency premises.
- 2.5 The agency should not be barred by any government agency/Organisation. The agency has to give an undertaking in this regard.
- 2.6 **Agency should have GST registration number.**

3. 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.

B. BID DOCUMENTS

4. DOCUMENTS REQUIRED

4.1 The services required to be rendered; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The Bid documents include:

- | | | | |
|----------------|---|--------------|------------------------|
| (a) | Expression of Interest | - | Section I |
| (b) | Instructions to Bidders | - | Section II |
| (c) | General (Commercial) Conditions of Contract | - | Section III |
| (d) | Special Conditions of the Contract | - | Section IV |
| (e) | Scope of Work | - | Section V |
| (f) | Bid Form | - | Section VI |
| (g) | Price Bid | - | Section VII |
| (h) | Bid Security Form | - | Section VIII |
| (i) | Performance Security Guarantee Bond | - | Section IX |
| (j) | Letter of Authorization for Attending Bid Opening | - | Section X |
| (k) | Form I: Particulars of Advertising agency | - | Section XI |
| (l) | Agreement (award of contract) | - | Section XII |

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in **rejection of the bid.**

5. CLARIFICATION OF BID DOCUMENTS

5.1 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.

5.2 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 relevant clauses of the bid documents.

6. AMENDMENT OF BID DOCUMENTS

- 6.1 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.
- 6.2 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.**
- 6.3 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.

C. PREPARATION OF BIDS

7. DOCUMENTS COMPRISING THE BID

7.1 The bid prepared by the bidder shall comprise the following components:

- a. Documentary evidence established in accordance with the clause 2 & 10 that the bidder is eligible to bid and is qualified to perform the contract if the bid is accepted.
- b. **Bid Security** furnished in accordance with clause 12.
- c. A **bid form** completed in accordance with clause 8
- d. A clause by clause compliance as per clause 10.9

8. BID FORM

The bidder shall complete the bid form furnished in the Bid Documents, indicating the details of services and descriptions thereof as per Section VI.

~~9. BID PRICES~~

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 10.1 The bidder shall furnish as part of the bid documents establishing the bidder's eligibility (as per clause 2), the following documents or whichever is required as per terms and conditions of Bid documents.
- 10.2 Certificate of incorporation
- 10.3 Article/Memorandum of Association/Partnership deed or Proprietorship deed, if any. In case of Article/Memorandum of Association, the scope of work must indicate Advertising work
- 10.4 Photo copy of GST Registration number (HSN Code).
- 10.5 Photocopy of **PAN No.**
- 10.6 Photocopy of **Registration certificate** for marketing and publicity activities of company / agency.

- 10.7 An undertaking 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:
- Members of a Hindu undivided family.
 - They are husband & wife.
 - 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).
- 10.8 Particulars for empanelment of Advertising agency – Performa enclosed at Section XI as Form-1.
- 10.9 Bidder shall furnish a clause-by-clause compliance 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.
- 10.10 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.
- 10.11 A Corporate brochure of the agency.
Any other document as required as per Clause 2 & 7 and any other clause of the bid document.
- 10.12 Power of attorney attested by Notary Public or registered with Sub Registrar in favour of the Signatory signing the offer and documents on duly signed by all the directors/partners.

11. (i) SCOPE OF WORK

The scope of work for the empanelled agencies is defined in Section V. Any other work related to corporate publicity, printing etc., will also be forming part of the scope as is decided from time to time.

(ii) NO. OF AGENCIES

Out of the eligible bidders, four agencies are proposed for empanelment in BSNL Haryana Circle. BSNL reserves the right to get any work or any part of the work mentioned in the EOI document from any other agency whether empanelled or not.

12. BID SECURITY

- 12.1 Pursuant to clause 7, the bidder shall furnish, as part of his bid, a bid security for an amount of Rs 50,000/- (Rs. Fifty thousand only) in the form of Bank Guarantee as per format given in Section-VIII on Rs.100/- Non-judicial paper with stamps of proper value in a separate cover.
- 12.2 The bid security is required to protect BSNL against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to para 12.7
- 12.3 The bid security shall be in the form of a bank Guarantee, issued by a scheduled / nationalized bank in favour of A.O(Cash) O/o CGMT, BSNL, Haryana Circle, Ambala valid for a period of **180 days from the date of EOI opening**. Each page of Bank Guarantee shall be signed and shall have bank seal of the issuing bank.
- 12.4 The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.

- 12.5 A bid not secured in accordance with para 12.1, 12.3 & 12.4 shall be **rejected by BSNL** as non-responsive at the bid opening stage and returned to the bidder unopened.
- 12.6 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of the bid validity prescribed by BSNL pursuant to clause 13.
- 12.7 **The successful bidder's bid security** will be discharged upon the bidder's acceptance of the letter of intent in accordance with clause 23 and furnishing the performance security.
- 12.8 **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 26. **OR**
- (ii) To furnish performance security in accordance with clause 26.
- (c) In both the above cases 12.8 (a) & 12.8 (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.

13. PERIOD OF VALIDITY OF BIDS

- i) 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.
- ii) 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 bid security provided as per Clause 12 shall also be suitably extended. 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.

14. FORMAT AND SIGNING OF BIDS

- 14.1 The bidder shall prepare one complete set of original bid and should ***submit in one envelope*** marked as "**Original Bid**" and then bidder shall prepare one copy of original bid and should be marked as "Copy of original bid" and ***submit in one envelope. In the event of any discrepancy between the original and copy, the original shall govern.***
- 14.2 The original and copy of Bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. **All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.**

14.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

14.4 **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 and 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.

D. SUBMISSION OF BIDS

15. Method for packing of bid documents

Interested agencies may submit the sealed bid as detailed below:

- 15.1 **Sealed Inner Envelope I** shall contain (1) bid security in the form of Bank Guarantee and (2) DD issued by any nationalized / scheduled bank payable at Ambala for Rs.500/- + 18% GST extra in favour of **Accounts Officer (Cash), BSNL, O/o CGMT, Ambala** as cost of bid document, (if applicable) or Proof in respect of valid certification from MSME for the tendered item.(In case claim for exemption from submission of Bid cost). The bid not submitted as per above is liable to be rejected and will be returned at the bid opening stage.
- 15.2 **Sealed Inner Envelope II** shall contain Original EOI bid document & marked as **original bid**.
- 15.3 **Sealed Inner Envelope III** shall contain **Copy of original bid**,
- 15.4 All the above three envelopes should be sealed in one outer envelope.
- 15.5 All the above three Sealed Inner envelopes & outer envelope should bear **the EOI No & date, date of EOI opening, name & address of the bidder and sealed with the personal seal of the bidder**.
- 15.6 The outer envelope should also bear **the address where the bids are to be submitted**.

16. SUBMISSION OF BIDS

- 16.1 EOI complete in all respects shall be submitted/dropped in the tender box ,available with S.D.E (Mktg,Coml-CM) in Room Number: 108-B, Ist floor, O/o CGMT,BSNL,Haryana,107,The Mall, Ambala Cantt-133001 by 11.00 hours by due date. EOIs received after due date & time shall not be entertained.
- 16.2 BSNL shall at his discretion, extend this deadline for submission of bids by amending the bid documents in accordance with clause 6 in which case all rights and obligations of BSNL and bidder previously subject to the deadline will thereafter be subjected to the deadline as extended.

17. LATE BIDS

Any bid received by BSNL after the deadline for submission of bids prescribed by BSNL pursuant to clause 16, **shall be rejected** and returned unopened to the bidder.

18. MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1 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.
- 18.2 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 15. 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.**
- 18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION**19. OPENING OF BIDS**

- 19.1 Tender Opening Committee (TOC) of BSNL shall open the Sealed **Envelope I** in the presence of bidders or their authorized representatives who choose to attend, **at 11:30 hrs on due date.** The bidder's representatives who are present shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening. (A Format is given at Section X). A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 19.2 The bidder's names, modifications, bid withdrawals and such other details as BSNL, at its discretion, may consider appropriate will be announced at the opening.
- 19.3 The date fixed for opening of bids if subsequently declared as holiday by BSNL the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

20. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, BSNL may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing.

However, no post bid clarification at the initiative of the bidder shall be entertained.

21. SELECTION PROCEDURE

- 21.1 A First Screening Committee (FSC) will undertake an initial screening of all the applications received from Indian Advertising agencies.
- 21.2 The First Screening Committee (FSC), after evaluation of the all the applications on the basis of their profile and qualifying criteria as laid down in clause 10, recommend the name of the agencies who could be called for presentation before High Level Committee (HLC).
- 21.3 After approval, the short listed agencies would be called for presentation on a specified date, time and venue before the High-level Committee.
- 21.4 A panel of Advertising Agencies will be selected thereon based on final ranking and will be issued a letter of award.

21.5 EVALUATION OF BIDS

The process of empanelment will be done in two steps. In first step all the bids will be scrutinized first for their eligibility based on the minimum qualifying criteria by the first Screening Committee (FSC). The bids not meeting any of the qualifying requirements will be rejected.

All the eligible bids will then be evaluated based on the corporate strength, media strength and PR services offered as per the points allocated in Evaluation Criteria by the first Screening Committee (FSC).

EVALUATION CRITERIA

	Parameter	Maximum points/ Marks
1	Turnover: For meeting turnover criteria- 10 marks, 2 marks for every extra 1 crore turnover,	30
2	Experience: For 2 years experience – 5 marks, 2 marks for each one year of additional experience	15
3	Bonus experiences points for relevant experience (to be evaluated by FSC on the basis of Clients serviced, campaigns handled, awards, exhibitions organized, best advertisement (creative) & performance of existing agencies empanelled with BSNL Distribution of 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.	10
4	Existing office infrastructure in Ambala/Tricity(Chandigarh/Mohali/Panchkula) to be evaluated by FSC based on visit to office of applicant. 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
5	Presentation- (Parameters to be judged-Creative, understanding of BSNL operations, Strategy, PR	25
	Total	100

The bidders will be ranked based on the marks scored out of maximum of 75 marks.

In second step, top rank bidders will be called for further evaluation based on presentation organized by BSNL Circle Office, Ambala on the defined theme given to all of them. The marks allocated to presentation are 25. The presentation topic will be decided by High Level Committee.

On the basis of combined marks out of 100 a revised ranking will be done. A decision will be taken for empanelment of top ranking agencies depending on overall evaluation & suitability of such agencies. Selected agencies shall have to furnish a Performance Bank Guarantee (PBG) of Rs 1.90 Lac (One Lac ninety thousand) **each agency** valid for **800** days. (PBG Performa placed at Section IX)

21.6 BSNL's decision in regard to evaluation & selection shall be FINAL and binding.

22. CONTACTING BSNL

- 22.1 Subject to Clause 20 no bidder shall try to influence BSNL on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 22.2 Any effort by a bidder to influence BSNL in BSNL's bid evaluation, bid comparison or contract award decision shall result in the **rejection of the bid.**

23. AWARD OF EMPANELMENT

- 23.1 BSNL shall consider empanelment of Supplier/ Agency for services and evaluate as the most suitable by those eligible bidders whose offers have been found technically & commercially acceptable and evaluated as the most suitable by BSNL.
- 23.2 Award of work shall be considered on the basis of requirement as assessed by BSNL at a later date. Mere empanelment does not confer automatic rights to any Supplier/ Agency to service work/ job.
- 23.3 Selected Agency will have to enter into an agreement (section XII) with BSNL.
- 23.4 An undertaking that the agency, if appointed for empanelment, shall not handle any competing clients (Public Sector/Private Sector except PSU working under Ministry of Communications & IT) who are in the same business in India as BSNL to avoid clash of interests and maintenance of secrecy. The agency has to sign an agreement for non-disclosure of information given by BSNL.

23.5 **METHOD OF JOB ALLOCATION**-Refer agreement at section XII

24. BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

BSNL reserves the right to accept or **reject any bid**, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of BSNL's action.

25. ISSUE OF ADVANCE PURCHASE ORDER/ LETTER OF INTENT

- 25.1 The issue of a letter of intent shall constitute the intention of BSNL to enter into contract with the bidder.
- 25.2 The bidder shall within 14 days of issue of the letter of intent, give his acceptance along with performance security in conformity with section VIII provided with the bid document.

26. SIGNING OF CONTRACT

- 26.1 Signing of **agreement** shall constitute the **award of contract** on the success bidder.
- 26.2 Upon the successful bidder furnishing of performance security pursuant to clause 4 Section III, BSNL shall discharge the bid security in pursuant clause 12.

SECTION III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The general condition shall apply in contracts made by BSNL for the procurement of goods/services.

2. STANDARDS

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.

3. PATENT RIGHTS

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.

4. PERFORMANCE SECURITY

- 4.1 The successful bidders shall be required to deposit a performance bank guarantee 5% of the Annual Circle Mktg Budget as performance security within 14 days of issue of **letter of intent. PBG will be taken individually, Rs 1.90 lac each from empanelled agencies and only towards the work value related to them. The PBG will be valid for 800 days.**
- 4.2 Performance security shall be submitted in the form of Bank Guarantee issued by scheduled bank and in the Performa is provided at section IX of the bid document.
- 4.3 **Performance security will be disbursed by BSNL after completion of contractor's performance obligations under the contract.**
- 4.4 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.
- 4.5 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.
- 4.6 **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.**

5. INSPECTION AND TESTS

- 5.1 BSNL or his representative shall have right to inspect the services regarding conduct of Advertising services for BSNL.
- 5.2 Should any inspection point out to the need of improvement, the alternation necessary to

Improve shall be incorporated free of cost to BSNL.

- 5.3 Nothing in clause 5 shall in any way release the Supplier/ Agency from any warranty or other obligations under this contract.
- 5.4 If any service or any part thereof before it is taken over is found un-satisfactory or fails to fulfil 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 fulfil the requirements of the contract. The cost of any such replacement made by BSNL shall be deducted from the amount payable to the Agency.

6. DELIVERY AND DOCUMENTS

- 6.1 Delivery of advertising services shall be made by the Supplier/ Agency in accordance with the terms specified by BSNL in its schedule of requirements and special conditions of contracts/ work order, and the services shall remain at the risk of the Agency. The deliverables shall be made over to the BSNL or the agency as given in the purchase order.
- 6.2 The conduct of Advertising services shall commence immediately on placement of purchase order on selected agency.
- 6.3 **Training:**
- 6.3.1 The selected agency shall provide training for advertising services to staff of BSNL free of cost where required and asked for by BSNL.
- 6.3.2 The agency in coordination with BSNL shall specify in his bid the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training.
- 6.3.3 The agency shall provide all training material and documents.
- 6.3.4 Conduct of training of BSNL's personnel shall be at the Circle Office or anywhere desired by BSNL at bidders cost.

4. PAYMENT TERMS

7.1 FINANCIAL (COMMISSION)

Selected Agency shall be entitled to

- (A) 12% commission (instead of 15% commission usually charged by advertising agencies) for Release in print/electronic media where complete job of designing, material making, monitoring, scheduling related to Ad is handled & balance 3% has to be retained by BSNL.
- (B) 2.5% where release is only planned, scheduled, monitored & executed and 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)

(D) For activities like production of TVC/Radio Jingle/Posters/Stickers/Leaflets etc. creative's will be submitted by empanelled agency at no extra cost. As production of these works have no fixed rates available, the rates will be decided on case to case basis by inviting bids from selected empanelled agency and/or fixed by BSNL Haryana Circle for standardized items.

1. No advance payment shall be made.
2. Payments, if any, shall be made subject to deductions of TDS if any.

7.2 Third Party work compensation

The agency shall be fully responsible for all claims made by the third party and shall also be responsible for all expenses incurred by BSNL in any litigation initiated by any third party.

7.3 APPROVAL OF THE ESTIMATES BY THE CLIENT:

The Agency shall implement the work assigned to it by BSNL on receiving written approval of its estimate submitted to BSNL.

8. PRICES

- (i) (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.
- (ii) 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.

9. CHANGES IN PURCHASE ORDERS

- 9.1 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.
- 9.2 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.

10. SUB CONTRACTS

- 10.1 The Supplier/ Agency shall notify BSNL in writing of all collaborations made, if any, with other firms registered in India to render PR or other services by submitting terms and

conditions and MOU made with the said firm in the original bid on or before due date of submitting the EOI document **(if applicable)**. Such notification in his original bid or later shall not relieve the Supplier/ Agency from any liability or obligation under the contract.

11. DELAYS IN THE SUPPLIER/ AGENCY'S PERFORMANCE

- 11.1 Delivery of service and performance of the services shall be made by the Supplier/ Agency in accordance with the time schedule specified by BSNL in its purchase order. It also covers Saturday/Sunday and other holidays where BSNL may require services. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, BSNL reserves the right either to short close /cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the Supplier/ Agency and BSNL reserves the right to purchase balance-unsupplied item at the risk and cost of the defaulting vendors.
- 11.2 Delay by the Supplier/ Agency in the performance of its delivery obligations shall render the Supplier/ Agency liable to any or all of the following sanctions, forfeiture of its performance security, imposition of liquidated damages, and/or termination of the contract for default.
- 11.3 If at any time during the performance of the contract, the Supplier/ Agency or subcontractor (s) should encounter condition impeding timely delivery of the goods and performance of service, the Supplier/ Agency shall promptly notify to BSNL in writing the fact of the delay, its likely duration and its cause (s). As soon as practicable after receipt of the Supplier/ Agency's notice, BSNL shall evaluate the situation and may at its discretion extend the period for performance of the contract.
- 11.4 If the supplies are not completed in the extended delivery period, the purchase order shall be short closed and both the performance securities shall be forfeited.
- 11.5 **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.**

12 LIQUIDATED DAMAGES

- 12.1 Conduct of Advertising services, submission of final outcome of services rendered by Supplier/ Agency as a turn-key solution stipulated in the acceptance of the EOI should be deemed to be the essence of the contract and must be completed not later than the dates as **specified in work order/Purchase Order**. Extension will not be given except in exceptional circumstances. Should, however, execution is delayed and the reports made over after the expiry of the contracted delivery period, without prior concurrence of BSNL and be accepted by the consignee, such execution will not deprive BSNL of his right to recover liquidated damage under clause 12.2 below.
- 12.2 (i) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery **as specified in work order /Purchase Order**, the purchaser without prejudice to other remedies available to the purchaser shall be entitled to recover , as agreed liquidated damages for breach of contract , a sum equivalent to **0.5 %** of the value of the delayed supply and/or undelivered material/supply for each week of delay or part thereof for a period up to **10 (TEN)** weeks and thereafter at the rate of **0.7%** of the value of the delayed supply and/or undelivered material/supply for each week of delay or part thereof for another **TEN** weeks of delay.

- (ii) DP **extension** beyond **20 weeks** would not be generally allowed. The **extension** beyond **20 weeks** may be decided in most exceptional circumstances on case to case basis, by the **CGM concerned** in case of tenders floated by Circles and by Functional Director concerned in case tenders floated by Corporate Office , stating reasons and justification for grant of extension of delivery period beyond 20 weeks.
- (iii) In the case of package supply/turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, L/D charges shall be levied as above on the total value of the concerned package/project of the Purchase Order.
- (iv) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier , further the same shall not be challengeable by the supplier either before Arbitration ,tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration.
- (v) The total value of the liquidated damages as per above sub clauses shall be limited to a maximum of **12 %**(Twelve percent) i.e. LD shall be levied up to **20 weeks** as per provision at para (i).

12.3 **If the bidder fails to deliver the services satisfactory within the prescribed area (in Sqcm) BSNL may impose a penalty of 1% up to 1 Sqcm. under-stated work/printed area in News Papers and 5% in case of more than 1 Sqcm. 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.**

13. **FORCE MAJEURE**

- 13.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, 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 claim for damages against 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 an event come to an end or cease to exist, and the decision of BSNL as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 13.2 Provided, also that if the contract is terminated under this clause, BSNL shall be at liberty to take over from the contractor at a price to be fixed by BSNL, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the contractor at the time of such termination or such portion thereof as BSNL may deem fit, except such materials, bought out components and stores as the contractor may with the concurrence of BSNL elect to retain.

14 **TERMINATION FOR DEFAULT**

- 14.1 BSNL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier/ Agency, terminate this contract in whole or in part,
 - a) if the Supplier/ Agency fails to deliver satisfactorily any or all of the goods & services within the time period (s) specified in the contract, or any extension thereof granted by BSNL pursuant to clause 11;
 - b) if the Supplier/ Agency fails to perform any other obligation(s) under the Contract; and
 - c) if the Supplier/ Agency, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as BSNL may authorize in writing) after receipt of the default notice from BSNL.

- 14.2 In the event BSNL terminates the contract in whole or in part pursuant to para 14.1 BSNL may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered and the Supplier/ Agency shall be liable to BSNL for any excess cost for such similar goods. However the Supplier/ Agency shall continue the performance of the contract to the extent not terminated.

15. TERMINATION FOR INSOLVENCY

BSNL may at any time terminate the Contract by giving written notice to the Supplier/ Agency, without compensation to the Supplier/ Agency. If the Supplier/ 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 BSNL.

16. ARBITRATION

- 16.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CGMT, Haryana, BSNL, or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CGMT, BSNL Haryana, or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CGMT, BSNL Haryana, or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGMT, BSNL Haryana, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGMT, BSNL Haryana or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- 16.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 16.3 The venue of the arbitration proceeding shall be the office of the CGMT, BSNL Haryana, or such other places as the arbitrator may decide.

17. 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 BSNL or any other person or persons contracting through BSNL of India and set off the same against any claim of 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 BSNL or such other person or persons contracting through BSNL.

18. The Supplier/ Agency shall fully indemnify, defend and hold BSNL harmless from and against all claims, liabilities, losses or damages, recoveries, proceeding, damages actions, judgments, costs, charges and expenses which may be made or brought or commenced against BSNL or which BSNL may or may have to bear, pay or suffer, directly or indirectly in connection with any breach of terms and conditions of this contract by the Supplier/ Agency or its agents, employees, officers or any matters arising upon or by virtues of this contract.

SECTION IV

Special Conditions of the Contract

1. The special conditions of the contract shall supplement the 'Instructions to the Bidders' as contained in Section II & "General Conditions of the Contract" as contained in Section III and **wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.**
2. (a) **The bank guarantee for bid security** as prescribed in clauses 12.1 & 12.3, Section II of the bid documents shall be submitted along with the bids in a separate cover. The bank guarantee so submitted shall be as per format given in Section-VIII on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its Telephone number and FAX number. **OR** Proof in respect of valid certification from MSME for the tendered item. (In case claim for exemption from submission of Bid Security deposit). This cover should be super scribed as " Bid Security for File No: - HRCO-15/11(11)/2/2020-S and M HR CO".
 (b) In case where the documents of bid security are not submitted in the manner prescribed under clause 2(a) above, cover containing the commercial, technical offers **SHALL BE REJECTED** AND RETURNED TO THE BIDDER UNOPENED.
3. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with BSNL.
4. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
5. ~~BSNL reserves the rights to counter offer price(s) against the price(s) quoted by any bidder.~~
6. The Selected bidder shall ensure secrecy of Advertising related brief, other data, which is shared, its findings & recommendations etc.
7. The selected bidder/ agency shall ensure proper typo graph and lay out for each advertisement so that minimum space will be spent as far as possible.
8. That in case BSNL, desire the advertisement or other services to be published/ broadcasted/ telecasted in many other regional languages, free translation of advertisement text from English to regional languages shall be done by the Supplier/ Agency.
9. An undertaking that the agency, if appointed for empanelment, shall not handle any competing clients (Public Sector/Private Sector except PSU working under Ministry of Communications & IT) who are in the same business in India as BSNL to avoid clash of interests and maintenance of secrecy.
10. It shall be obligatory on the part of bidder to share the sources of secondary data, the database of primary data, BSNL interviews/questionnaires etc. and any other item, which is not proprietary of the bidder.
11. Models used for BSNL for campaigns, individual ads. etc. will be selected by BSNL at no extra cost to BSNL. Agency will secure rights for such work and indemnify BSNL against any future claim by the model so used.
12. BSNL will not be liable for any financial/ legal liability
 - i) From the newspaper or any other persons to whom the advertisement or other material/ services realized through the Supplier/ Agency
 - ii) From any person, model, authority from whom the Supplier/ Agency procured and lodged the materials like photograph, CD, Posters etc. in advertisement or other services as desired by BSNL.

In such eventuality the Supplier/ 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.

13. The bidder has to arrange demonstration of the services to be supplied at his own cost.

14. PERIOD OF EMPANELMENT

- 14.1 The Empanelment of selected agencies shall be for a period of two years from the date of signing the agreement, which may be extended, **maximum for a period of one year (twice for a period of six months)** on BSNL requirement depending on satisfactory performance of the empanelled agencies up to the satisfaction of BSNL at the same terms & conditions.
- 14.2 The performance of empanelled agencies may be reviewed every three months. In the event of performance being unsatisfactory, BSNL may terminate the contract and or forfeit the Performance Bank guarantee by giving written notice to that agency. In event of cancellation of empanelment of any agency, BSNL may assign the vacated empanelment to the empanelled agency next in the rank. However, the selected agency shall have to submit the Performance Bank Guarantee of Rs 1.90 Lac rupees valid for 800 days (5% of the Annual Circle Mktg Budget) for the new assignment. The decision of BSNL in this regard will be final and binding.

SECTION-V

SCOPE OF WORK

- (1) Designing, conceptualization and media management including release of Advertisement in press/TV/radio/outdoor etc., for
 - (2) Printing and Production of promotion material: Tariff charts.
Service leaflets.
Service brochure Or designing printing and supply of any other promotional material.
- (3) Design & release of Advertisements in print media for
 - NITs/Gazette notification.
 - Recruitment / Empanelment.
 - Announcements Ads.
- (4) Making of TV spots/ Visuals/ Radio jingles etc.
- (5) Organizing Exhibitions/ road shows/ seminars/ Customer meets/ dealers meet etc..
- (6) Arranging publication of articles on telecom / arranging interviews/ facilitate press conferences in leading news dailies/ magazines/ electronic media.
- (7) Any other marketing and publicity activities desired by BSNL from time to time.

SECTION -VI

BID FORM

To

S.D.E (Mktg,Coml-CM),
Room No. 108 B,
O/o CGMT,BSNL
107,The Mall,Ambala Cantt,

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 11, section II 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 guarantees i.e Rs 1.90 lacs each agency of a Scheduled Bank for a sum 5% of the Annual Circle Mktg Budget for the due 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 12.1,section II of EOI document.
9. We are eligible and submitted all documents

Dated this.....day of 2024

Name and Signature -----

In the capacity of -----

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

Witness.....

Address

Signature

~~SECTION VII~~

~~Price Bid~~

SECTION VIII

BID SECURITY FORM

(To be submitted as per clause 12.1 of Section II)

Whereas(hereinafter called “the bidder”) has submitted its bid dated for appointment of advertising agencies for BSNL Circle Office, Ambala and its unit of Haryana vide EOI File No: - HRCO-15/11(11)/2/2020-S and M HR CO dated 26 /06 /2024.

Know All Men by these presents that We of having our registered office at (herein after called “the Bank”) are bound unto CGMT , BSNL, Ambala Bharat Sanchar Nigam Limited (BSNL) (herein after called the “the purchaser”) in the sum of Rs..... for which payment will and truly to be made of the said purchaser, the bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the bidder withdraw its bid during the period of bid validity specified the bidder on the bid form or
2. If the bidder, having been notified of the acceptance of his bid by BSNL during the period of bid validity.
 - (a) Fails or refuses to execute the contract, if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the instructions to the bidders.

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

This guarantee will remain in force as specified in clauses 12 of section II of the Bid Document up to and including THIRTY (30) days after the Period of bid validity i.e. at least up to / /202 and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of Bank Authority

Name_____

Signed in Capacity of

Name and Signature of Witness

Full Address of Branch_____

Address of witness

Tel No of Branch_____

Fax no of Branch_____

SECTION IX

PERFORMANCE SECURITY GUARANTEE BOND

In consideration of the CGMT, Haryana Circle, BSNL, Ambala (herein after called the “BSNL”} having agreed to exempt _____ (hereinafter called “the said contractor(s)”) from the demand under the terms and conditions of an agreement/(Purchase Order) No _____ dated _____ made between _____ and _____ for _____ for the supply of _____ (hereinafter called “the said agreement ”), of security deposit for the due fulfilment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as “the bank”) at the request of _____ (contractor(s)) do hereby undertake to pay to BSNL an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demanded from BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BSNL by reason of breach by the said contractor(s)” of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)” failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We undertake to pay to BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Supplier/ Agency(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/Supplier/ Agency(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (office/Department) Ministry of _____ certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of **800 days** from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) _____ further agree with BSNL that BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations there under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by BSNL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier/ Agency(s).

7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of BSNL in writing.

Dated the ____ day of _____ for _____

(Indicate the name of bank)

Full address with Pin Code

Ph. No. _____

FAX No. _____

BG No. _____

Dated _____

SECTION X**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(Should be brought at the time of bid opening)

To,

S.D.E (Mktg,Coml-CM)
 Room No. 108 B,1st floor,
 O/o CGMT,BSNL
 107,The Mall,Ambala Cantt 133001,

Subject : Authorization for attending bid opening on 16 -07 -2024 (date) in the EOI No.

File No: - HRCO-15/11(11)/2/2020-S and M HR CO dated 26/06 /2024, for Empanelment of Advertising agencies.

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

Order of Preference	Name	Signatures Specimen
I		
II		
Alternate Representative		

Signatures of bidder**Or****Officer authorized to sign the bid Documents on behalf of the bidder.****Note:**

A maximum of two representatives for any bidder shall be authorized and permitted to attend the Bid Opening.

SECTION XI**FORM-1 (PARTICULARS OF ADVERTISING AGENCIES & QUALIFYING REQUIREMENT)**

(1) Name of the Advertising Agency:

(2) Full addresses of the Head office/ other offices:

Particulars	Head Office	Ambala Office	Telecom Dist.-1	Telecom Distt.-2
(i)Address				
(ii) Tel. Nos.				
(iii) Fax Nos.				
(iv) E-mail				
(v) Name & Designation of the contact person				
(vi) Mobile No. of contact person				

(3) Details of Full-fledged office or Head office at Ambala/Tricity(Chandigarh/Panchkula/Mohali) & minimum two other offices in any two Telecom District Head Quarter of BSNL, Haryana Telecom circle(including Delhi) (Preference would be given to those agencies having full-fledged establishment in Ambala/Tricity(Chandigarh/Panchkula/Mohali))

	Ambala/Tricity office Telecom	Telecom District-2	or Delhi
(i) Whether Art Deptt. Exists (Yes/No)			
(ii) No. of creative team members			
(iii) No. of Media Experts			
(iv) No. of Mktg persons			
(v) No. of Accounts persons			
(vi) Total No. of persons working			
(vii)Whether full-fledged Studio exists (Yes/No) if Yes, then give details of Recording facility			
(viii)Whether 4 colour off-set printing exists (Yes/No) if Yes, then give details - if No, then give the name of any 4 colour off- set printing press-			
(ix) Any other (No. of computers for creative work)			

(4) **Minimum Audited turn over of press billing, marketing and publicity activities for Rs. 2 Crores (Rupees Two Crores) per year in financial year 2021-22 & 2022-23 as per audited statement of account.**

Financial Year	Total Turnover of press billing, marketing and publicity activities (Rs. In Crores)
2021-22	
2022-23	

(Attach certificate from Chartered Accountant/Audited P&L Account separately showing press billing, marketing and publicity activities for the financial year 2021-22 and 2022-23.)

- (5) **Fully accreditation with INS for the last two years as on 26 /06 /2024. Applicant should submit a self attested certificate to this effect. BSNL reserves the right to verify it.**
- (6) Have you services/serving 3 Govt./PSU/MNC Accounts. Give details with proofs.
- (7) Have you serviced/serving and PSU having turnover of minimum Rs. 100 crore. Give details with proofs.
- (8) PAN no of agency (attach Photocopy)
- (9) Photocopy of **GST registration number (HSN Code).**
- (10) Experience**
- (a) Number of years in marketing that is year of establishment in marketing and publicity activities (attach proof of legal status of registration of agency i.e. proprietorship/partnership/private limited/ public limited/ certificate of incorporation).
- (b) List of clients serviced in past five years/presently serving (Government/Public Sector/Private Sector/Telecom Sector PSUs). Attach photocopies of work award letter for proof.
- (c) No of service campaigns handled (Give details with proof).
- (d) No of exhibitions organized (Give details with proof).
- (e) Details of awards received in print media/visuals from the reputed publications like A & M, ASCI etc. (Attach copy of certificates and awards)
- (f) No of best advertisement (Creative). Give details with proof.
- (g) Are you serving for BSNL recently or past, if so please attach copy of empanelment?

11.BG No. for Bid security

12 Name of Managing Directors, Directors and Top management (Separate sheet may be enclosed with Bio-data and other details).

13 Capability to arrange interviews in electronics/print media, give details of such capability in past and commitment for BSNL without additional cost.

14 Why do you think that you are suitable for empanelment with BSNL ?

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

Signature _____
 Full Name _____
 Designation _____
 Address _____

(Authorized Representative)

Note:

1. 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.

SECTION XII

AGREEMENT (Award of Contract)

THIS AGREEMENT made on this _____ day of _____, 2024. at **Ambala** between Bharat Sanchar Nigam Limited **having its Circle Office at CGMT, Haryana Telecom Circle, 107, The Mall, Ambala Cantt-133001** (hereinafter referred to as “BSNL”) which expression shall include its successors and assigns on the one part and M/s _____ (hereinafter referred to as “Agency”) which expression shall include its successors and assigns on the other part.

WHEREAS BSNL intends to empanel Agencies for its Marketing and Publicity activities such as Designing, conceptualization and media management including release of Advertisement in press/TV/radio/Social media/outdoor etc. for BSNL Service campaigns.

Printing and Production of promotion material viz. Tariff charts, Service leaflets, Service brochures etc.

Design & release of Advertisements in print media for NITs/Gazette notification, Recruitment / Empanelment, Announcements Ads.

Making of TV spots/ Visuals/ Radio jingles etc.

Organizing Exhibitions/ road shows/ seminars/ Customer meets/ dealers meet etc

Arranging publication of articles on telecom / arranging interviews/ facilitates press conferences in leading news dailies/ magazines/ electronic media.

Any other work related to corporate publicity, printing etc. & any other marketing and publicity activities as is decided by BSNL time to time.

AND WHEREAS the said Agency who is having all the wherewithal is hereby empanelled to undertake all such jobs as and when assigned 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), and telephone nos. (residence included) for better co-ordination.
2. The agency shall make available the complete contact address of its Directors and local heads to BSNL.
3. The agency shall provide training and all training material & documents for advertising services to BSNL’s staff free of cost where required and asked for by BSNL at the Circle Office or anywhere desired by BSNL at agency cost.
4. The agency shall commence the conduct of advertising services immediately on receipt of purchase / work order by BSNL & shall delivery in accordance with the terms of schedule of requirements and special conditions of purchase / work order. The services shall remain at the risk of the Agency.
5. If the agency fail to deliver the services satisfactorily within the period prescribed, BSNL shall be entitled to impose penalty as per clause 12 (**LIQUIDATED DAMAGES**). Quantum of penalty assessed and levied by BSNL shall be final and not challengeable by the Agency.
6. 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.
7. Although, it would be endeavour 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.
8. Mere empanelment does not confer automatic rights to any agency to secure/procure jobs.
9. The Agency 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
 - (b) 2.5% where release is only planned, scheduled, monitored & executed and 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)
 - (d) For activities like production of TVC/Radio Jingle/Posters/Stickers/Leaflets etc. Creative's will be submitted by agency at no extra cost. As production of these works have no fixed rates available, the rates will be decided on case to case basis by inviting bids from selected empanelled agencies and/or fixed by BSNL Haryana Circle for standardized items.
10. The Agency shall implement the work assigned to it by BSNL on receiving written approval of its estimate submitted to BSNL.
 11. 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 where ever required, such charges will be settled before placing P.O. & specified clearly in the P.O.
 12. The agency shall be fully responsible for all claims made by the third party and shall also be responsible for all expenses incurred by BSNL in any litigation initiated by any third party.
 13. (i) (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.
 - (ii) 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.
14. No advance payment shall be made.
 15. Payments, if any, shall be made subject to deductions of TDS if any.
 16. Immediately after publication of the advt., the Tear sheets/photographs/telecast certificate/agency certificate as applicable thereof should reach this office confirming the execution of work order issued by BSNL.
 17. 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
 - e. In case of print/electronic media release, position analysis-saving statement/TRP-GRP analysis as applicable.
 18. The billings should clearly state the applicable government taxes.
 19. BSNL will strive to clear payments of bills submitted by agencies within 30 days of submission of the bills with all enclosures.
 20. BSNL has all the right for reproduction, editing and future use of the creative layouts/ advertisements/visuals accepted for release and/or released by BSNL unless otherwise stated

explicitly & agreed by BSNL at the time of accepting the layout 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.

21. The agency shall be responsible for obtaining Intellectual property rights for the models/visuals used in BSNL Ads. The agency with this agreement indemnifies BSNL against any such third party claims of infringement of patent, copyright, trademark, industrial design or what so ever arising out of such use during the specified period. The period may be clearly stated by the agency in view of clause "9"
22. BSNL may ask the Agencies to provide media buying offers and the benefits accruing there from shall be passed on to BSNL.
23. BSNL reserves the right to negotiate directly with the media for release of advertisement if the situation so demands.
24. 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.
25. The agency shall ensure secrecy of Advertising related brief, other data, which is shared, its findings & recommendations etc.
26. The agency shall ensure proper typo graph and lay out for each advertisement so that minimum space will be spent as far as possible.
27. If BSNL, desire the advertisement or other services to be published/ broadcasted/ telecasted in many other regional languages, free translation of advertisement text from English to regional languages shall be done by the Agency.
28. It shall be obligatory on the part of Agency to share the sources of secondary data, the database of primary data, BSNL interviews/questionnaires etc. and any other item, which is not proprietary of the Agency.
29. Models used for BSNL for campaigns, individual ads. etc. will be selected by BSNL at no extra cost to BSNL. Agency will secure rights for such work and indemnify BSNL against any future claim by the model so used.
30. BSNL will not be liable for any financial/ legal liability
 - i) From the newspaper or any other persons to whom the advertisement or other material/ services realized 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 desired 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.

31. The Agency has to arrange demonstration of the services to be supplied at his own cost.
32. Agency shall abide by all relevant rule & regulations of the government as issued from time to time.
33. Agency shall be responsible for adhering to norms of Advertising Standards Council of India (ASCI).
34. Agency shall keep informed BSNL about any change in accreditation status of agency with INS.
35. **Commencement & Duration:**
 - a. This agreement shall commence from the _____ Day of _____, 2024 for a period of two years up to _____, 2026.
 - b. Contract can be extended, maximum for a period of one year on BSNL requirement depending on satisfactory performance of the empanelled agencies up to the satisfaction of BSNL at the

same terms & conditions.

- c. The performance of agency shall be reviewed every three months. In the event of performance being unsatisfactory or if there is any breach of contract, BSNL may terminate the contract and forfeit the Performance Bank guarantee by giving written notice to the agency. The decision in this regard of BSNL will be final and binding.
- d. In event of cancellation of empanelment of the agency, BSNL may assign the vacated empanelment to the empanelled agency next in the rank.

36. Modifications 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.

37. 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.

38. Arbitration:

That in case of any dispute or differences, breach & violation relating to the terms of the Agreement, the said matter or dispute, difference shall be referred to sole arbitration of **CGMT, BSNL, Haryana Telecom Circle, Ambala** or any other person appointed by him. That the award of the arbitrator shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the **CGMT, BSNL, Haryana Telecom Circle, Ambala** shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. The Agency will have No objection in any such appointment, that arbitrator so appointed is employee of BSNL. The said Arbitrator shall act under the Provisions of the Arbitration and conciliation Act, 1996 or any statutory modification or re-enactment there of or any rules made thereof.

39. All the terms & conditions as contained in the EOI File No: - HRCO-15/11(11)/2/2020-S and M HR CO dated 26 /06 /2024

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

WITNESSES:

ANNEXURE –“A”
CLAUSE-BY-CLAUSE COMPLIANCE STATEMENT

Sl	CLAUSES	COMPLIANCE
(A)	(B)	(C)
1.	All clauses of General Commercial Conditions of section-III	FULLY COMPLIED
2.	All clauses of Special Conditions of Contract of Section-IV	FULLY COMPLIED
3.	All clauses of Scope of work of section-V	FULLY COMPLIED

The clause-by-clause compliance statement should be given as per clause 10.9 of section-II. The bidder should mention “FULLY COMPLIED” in the column “C” above, otherwise a statement of deviation may be submitted.

ANNEXURE –“B”
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