



Tender

for

Empanelment of Advertising agencies

for

BSNL, Chennai Telephones.

Tender:DGM(S&M)CM/Advt .Agency/Empanelment/2017-18

dt 12.02.2018.

Rs.1180/-

Issued by

DGM (S&M)CM,

O/o the GM (S&M)CM,

BSNL, Chennai Telephones

V Floor, 10, Dams Road, Chennai 600 002.

(Total Number of Pages 40 Including this Cover Page)

NOTICE INVITING TENDER



BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

CHENNAI TELEPHONES

OFFICE OF THE GENERAL MANAGER (S&M) CM

V Floor Anna Road Telephone Exchange Building

10 Dams Road, Chennai-600 002

For and on behalf of Chairman & Managing Director, Bharat Sanchar Nigam Limited, wax Sealed Tenders/EOIs are invited by General Manager (S&M) CM, Chennai Telephones, Chennai-600 002, for **EMPANELMENT OF ADVERTISING AGENCIES for Chennai Telephones** from Advertising Agencies fully accredited with INS and also with Prasar Bharathi as well as AIR and having a minimum Annual Turn Over of Rs.5 Crores for last two years.

1	Tender No	DGM (S&M)CM/Advt Agency/Empanelment/2017-18 dt 12.02.2018.
2	Description of Work	Empanelment of Advertising agencies for Chennai Telephones.
3	Period of Work	One Year Extendable for one more year in two spells of 6 months each.
4	Tender value	Rs.50 Lakhs.
5	Validity of Tender Offer	SIX months from the date of Tender Opening.
6	Earnest Money Deposit (EMD)	Rs.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.
7	PBG for successful bidder	The Successful bidder shall remit a performance bank guarantee valid for 2 years and 6 months for an amount of Rs.2.5 lakhs which is equal to 5 % of the Tender Value of Rs.50 Lakhs.

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8	Sale and cost of Tender Documents	<p>Intending Bidders may obtain the tender forms from: The Accounts Officer (C&A)-CBA , BSNL, Chennai Telephones, Anna Road Telephone Exchange building, 7th floor, 10, Dams Road, Chennai600 002.</p> <p>On payment of Rs.1180/- (Rupees One Thousand One Hundred and Eighty only) inclusive of 18% GST Non-refundable, with effect from 12.02.2018 to 05.03.2018 between 11.00 Hrs and 16.00 Hrs on all working days. The payment will be accepted only in the form of crossed Demand draft, Drawn on any scheduled Bank Payable at Chennai in favor of BSNL, Chennai Telephones. Tender forms will be sold in person only from the above office and will not be sent by post.</p> <p style="text-align: center;">(OR)</p> <p>The Tender Documents may also be downloaded from the web site www.chennai.bsnl.co.in . In such case the bidder must submit a DD for Rs.1180/- at the time of submission of Tender towards cost of Tender Document.</p>
9	Starting Date of issue of Tender Forms	12.02.2018
10	Last date of issue of Tender forms	Upto 16.00 Hrs 05.03.2018
11	Place of Submission	<p>Wax Sealed tenders addressed to</p> <p style="text-align: center;">DGM (S&M)CM, O/o the GM (S&M)CM, BSNL, Chennai Telephones V Floor, 10, Dams Road Chennai 600 002.</p> <p>And to be dropped in to the Tender Box kept at the Office.</p>
12	Last Date & Time of receipt of Tenders	14.30 hrs on the date 05.03.2018
13	Time & Date of Opening of Tender	<p>15.00 Hrs on the date 05.03.2018 at O/o the GM (S&M)CM, BSNL, Chennai Telephones,V Floor, 10, Dams Road,Chennai 600 002.</p>
14	Number of Advertisement Agencies that will be Empanelled	Maximum of six

(End of NIT Section)

Sd/-----
DGM(S&M)CM

Signature and Seal of Bidder

SECTION-I

INTRODUCTION

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 two years the company has taken rapid strides to emerge as India's largest and one of World's major telecom operating companies. Besides having a strong financial base, BSNL has a good market share of the national telecommunication network.

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

Basic , Mobile & other related services

BSNL today provides a wide array of nation wide telecom services. Apart from basic and mobile service, it provides I-Net, Intelligent Network Services, Internet, ISDN, Leased Lines, Voice Mail Services, CDMA-based WLL services, long distance service.

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, dealers for postpaid & distributors for pre-paid service have been established backed by 24 hrs customer care. Scheme of marketing agents for marketing of ISDN, Internet and few other value added services is also in place. Basic and other services are being marketed primarily through its own outlets. In some areas phone on phone facility has also been introduced. Considering the competition, there is a need for establishing the BSNL Brand and BSNL intends to penetrate its cellular service among rural areas also. The pricing policy is focused on affordability aiming at Volumes.

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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, DM, exhibitions, events, public relation etc. need to be explored to have an integrated communications setup. The communication strategy has to be adaptable to sudden changes in government policies, competitor moves, take care of inherent PSU setup, be synergetic with corporate theme and campaigns without loosing much of its efficiency & effectiveness.

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SECTION II

INSTRUCTIONS , TERMS AND CONDITIONS

2.1 DEFINITIONS

- 2.1.1 "BSNL" means the Bharat Sanchar Nigam Limited, Chennai Telephones acting on behalf of The CMD, Bharat Sanchar Nigam Limited, New Delhi.
- 2.1.2 "The Bidder" means the individual or firm who participates in this Tender/EOIs and submits its bid.
- 2.1.3 "The Agency/ Ad. Agency/Contractor "means the individual or firm carrying out works / rendering the services under the contract.
- 2.1.4 "The works" means all the advertising related works which the agency is required to execute under the contract.
- 2.1.5 "The Release Order" means the order placed by the BSNL on the Agency for executing a specific advertising work. The Release Order shall be deemed as " part of Contract"
- 2.1.6 "Commission" means the price payable to the Agency under the release Order for the full and proper performance of its contractual obligations.
- 2.1.7 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.

2.2 SCOPE OF WORK FOR EMPANELLED AGENCIES

The scope of work for the Empanelled Agencies is defined as follows:

1. Designing, conceptualization and Media Management including release of advertisement in Press/TV/Radio, etc. for BSNL Service campaigns.
2. Printing and Production of promotion material, Tariff charts, service leaflets, service brochure, product banners, danglers, Stickers etc.
3. Design & release of Advertisements in print media for NITs, Gazette Notification, Recruitment, Empanelment, and Announcements advertisements.
4. Making of TV spots/Visuals/Radio Jingles, etc.
5. Organizing Exhibitions, Event management, Conferences etc
6. Arranging publication of articles on telecom/arranging interviews/facilitate Press conferences in leading news dailies/magazines and electronic media.
7. Any special form of marketing activity, products related to BTL activities.

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

Other works: For other works like printing of calendars, diaries, posters, leaflets, annual report, exhibition, event management etc or any other work related to advertising, BSNL shall invite quotes from all empanelled agencies. The agency quoting lowest shall be awarded the work, BSNL reserves the right to take quotation directly from the market as well.

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FINANCIAL COMMISSION: Selected Agency shall be entitled to:

Print Media:

- 2.2.1 12% commission for Release in print/electronic media where complete job of conceptualization, 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
- 2.2.2 2.5% commission for Release in print/electronic media when the artwork is provided by the BSNL and also for repeat advertisements where only release monitoring, scheduling related to Advertisement is handled by the Ad agency. The commission allowed by the print/electronic media over and above 2.5% will be passed on to BSNL by the ad agency. Advertising agency has to raise the bill accordingly for less value.
- 2.2.3 For works involving photo shooting using models for release in E- media for the exclusive use of BSNL publicity. The rate will be invited on need basis from time to time on that occasion
- 2.2.4 For any works assigned to the ad agency for which no fixed rates are available, the rates will be decided either on case-to-case basis or fixed by BSNL for standardized items as and when need arises
- 2.2.5 For works involving designing the art work for silent advertisements (Maximum of size 5 x 5) published in newspapers on a daily basis, the agency will be eligible for 10% commission and balance 5% should be passed on to BSNL.

2.2.6 **Electronic Media:**

For advertisement in Electronic Media (TV, Radio, cinema Halls etc) all empanelled agencies shall be given brief to bring the concept and script for TVC/Radio jingle etc. For the selected script all the empanelled agencies shall be invited to submit their quotations for production. BSNL reserves the right to invite quotations directly from production houses as well. The agency/production house quoting the lowest shall be awarded the work to produce the TVC/Radio jingle etc as the case may be. The agency whose script is selected shall be entitled for 5% of the price paid by BSNL for production of such TVC or the Radio jingle as the case may be. 95% of the approved price of production is payable to the producing agency or the production on submission of bill to BSNL for an equivalent amount. Remaining 5% of the approved price of production shall be payable to the agency, whose concept and script is selected, on submission of bill to BSNL for an equivalent amount.

Once the creative for electronic media is produced, it shall become the property of BSNL. BSNL reserves the right to release it either directly or through an empanelled agency for an indefinite period. When the creative is released through the empanelled agency, a commission of 2.5% or gross value of the Release Order is payable to the Releasing agency as per industry norms. Hence Releasing Agency shall submit a bill to BSNL for 87.5% of value of Release Order. The balance 12.5% of the value Release Order is thus retained by BSNL.

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2.3 METHOD OF JOB ALLOCATION

Refer Agreement at Annexure II, SECTION-VI

2.4 ELIGIBLE BIDDERS

2.4.1 The eligible bidders should be Indian companies registered to execute the tendered work in India and having its own branch in Chennai.

2.5 I QUALIFYING CRITERIA

- 2.5.1 (a) First Screening Committee shall evaluate the capabilities of the agencies based on their profile and also keeping in view the following criteria:
- (i) Continuous & regular INS accreditation for the last two years. (A certificate to this effect from INS addressed to BHARAT SANCHAR NIGAM LIMITED is to be obtained & submitted to us by the applicants).
 - (ii) Accreditation with Doordarshan and AIR (Proof required)
 - (iii) Regular billing of Rs.5 crore for the last two years. (A certificate to this effect duly signed & sealed by Chartered Accountant is to be submitted).
 - (iv) Handling of 3 govt. / PSU / MNC accounts (Preferable).
 - (v) Full-fledged office at CHENNAI (The work should not be outsourced from another agency)
 - (vi) GST Registration (Proof to be submitted along with latest copy of tax filing)
 - (vii) Pan No. & IT returns for the last 3 years (attested copies to be enclosed).
- 2.5.1 (b) The Bidder should not have been barred by any Govt. Agency. The bidder has to give undertaking to this effect. If the undertaking is found to be false at later date after this Empanelment, the said empanelment is liable for termination with immediate effect without any Notice.

2.5 II PROCEDURES FOR EMPANELMENT

- 2.5.2 A First Screening Committee will undertake an initial screening of all the applications.
- 2.5.3 The First Screening Committee, after evaluation of the all the applications on the basis of qualifying criteria as laid down in para entitled "Qualifying Criteria" above shall recommend the name of the agencies that could be called for presentation before the High level Committee.
- 2.5.4 After approval, the short listed agencies would be called for presentation at their own cost on a specified date, time and venue before the High-level Committee.
- 2.5.5 A panel of Advertising Agencies will be selected thereon based on final ranking and will be issued a letter of award.
- 2.5.6 Mere empanelment does not confer automatic rights to any agency to secure the work/job.

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2.5.7 BSNL is having every right to get the works done through any non empanelled agencies in case of emergency or as per situation.

2.6 EVALUATION CRITERIA

- 2.6.1 The following Parameters will be considered for evaluation of the bids received.
- a. Turnover of the company.
 - b. Experience [Clients serviced, campaigns handled, awards, exhibitions organized, best advertisement (creative) & performance of existing agencies empanelled with BSNL].
 - c. Office infrastructure at Chennai.
 - d. Presentation- [Parameters to be judged-Creative, understanding of BSNL operations, Strategy, PR]
 - e. Tamil Translation for technical words and tender advertisements

2.7 DURATION OF EMPANELMENT

2.7.1 The Empanelment of selected agencies shall be for a period of One year, which may be extended twice for a period of six months each depending on satisfactory performance of the empanelled agencies to the satisfaction of BSNL.

2.7.2

1. BSNL expects the cost of the works for 1 year around Rs.50 lakh
2. Anticipated turnaround for the intended spell of 1 year + 6 months(1st extn) + 6 months(2nd extn) will be around 1 crore.
3. BSNL reserves the right to scale the volume of works in terms of financial worth down by 25% or up by 50% of the total quantity of work and services specified in the schedule of requirements.
4. in exceptional circumstances, the above quantum of scaling up or down may vary if the operational policy guidelines of BSNL changes and will be conveyed if required during the operational phase of the contract

2.8 COST OF BIDDING

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

2.9 BID DOCUMENTS

2.9.1 The works required to be executed; bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

- a. Tender Notice
- b. Instruction to Bidders, Terms & Conditions
- c. Schedule of Rates.

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- 2.9.2 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 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.

2.10 CLARIFICATION OF BID DOCUMENTS

- 2.10.1 A prospective bidder, requiring any clarification of the Bid Documents shall notify the BSNL in writing or by FAX at the BSNL's mailing address indicated in the invitation for Bids. The BSNL shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 15 days prior to the date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the BSNL shall be sent to all the prospective bidders who have received the bid documents. A request for clarification, which is considered by the BSNL as either frivolous or is already sufficiently explained in the bid documents or is, in any way not considered pertinent shall be replied to accordingly by the BSNL.

2.11 AMENDMENT OF BID DOCUMENTS:

- 2.11.1 At any time, prior to the date for submission of bids, the BSNL may, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 2.11.2 The amendments shall be notified in writing or by FAX to all prospective bidders on the address intimated at the time of release/work of bid document from the BSNL and these amendments will be binding on them. The bidder shall also indicate their Telex/Fax Nos. on the bid form submitted by them.
- 2.11.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the BSNL may, at its discretion, extend the deadline for the submission of bids suitably. However the prospective bidders shall not claim this facility as a right on any account.

2.12 DOCUMENTS COMPRISING THE BID

- 2.12.1 The bid prepared by the bidder shall comprise the following components:
- a) The bid documents supplied by BSNL in original duly filled in and signed and sealed on each page and also at corrections/ over writing by the bidder.
 - b) Documentary evidence established in accordance with Clause 2.5.1 of Section II that the bidder is eligible to bid.
 - c) EMD to be furnished in accordance with Clause 6 of NIT.

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- d) A Clause-by-Clause compliance as per Clause 2.20.6 of Section II. The same is to be submitted separately in company letterhead.
- e) Particulars of comparable supply executed by the Bidder as Contractor recognized by Govt. or Public sector under takings.
- f) Original Power of attorney in case any person other than bidder himself has signed the tender.
- g) Authenticated copy of Partnership Deed, in case of Partnership firm, NOC from Partners and Power of Attorney to the representative of the firm to operate the tender.
- h) ISO Certificate / ISI Certificates if any
- i) Detailed Technical specifications and brief description of works to be supplied.
- j) Attested copies of Income Tax returns submitted for the last three years.
- k) Attested copy of GST Registration Certificate.

2.13 BID FORM

- 2.13.1 The bidder shall complete the Bid document and the appropriate Schedule of rates furnished in the Bid Document, along with other relevant details to be furnished in the appropriate sections of the bid document.
- 2.13.2 Bid forms submitted in any other formats are not acceptable.
- 2.13.3 The bid form supplied by BSNL should be submitted back in original and photocopies taken by the bidder are not acceptable. Bidder may use additional sheets, copies of certificates, etc.
- 2.13.4 All enclosures should be serially numbered and mentioned in the covering letter.
- 2.13.5 EMD should be enclosed in a sealed cover and should be enclosed in the main sealed cover along with the bid document submitted.
- 2.13.6 No part of the bid document should be removed / torn off.
- 2.13.7 The bidder may maintain a photocopy of the bid document at his own cost for his future reference.

2.14 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 2.14.1 The bidder shall furnish documentary evidence that he has financial technical and production capability necessary to perform contract. The following attested copies of documents should be submitted, as per the terms and conditions of Bid documents.
 - a) EMD as prescribed in the NIT.
 - b) Duly Attested copies of Income Tax returns submitted for the last three years.

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- c) Duly Attested Copy of GST Registration Certificate (Latest GST Paid Certificate).
- d) Duly attested copy of Accreditation with INS and Doordarshan/ AIR/ other Central Government dept.
- e) Duly attested copies of Certificate of Incorporation, memorandum of association & article of association or Registered Partnership Deed.
- f) Duly attested copies of the Audited P & L account for the last three years.

The BSNL reserves the right to call for originals of the above documents at any time during the validity of the tender.

g) 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, certificate will be given by all directors.

The near relatives for the purpose are defined as:

- a. Members of a Hindu undivided family.
 - b. They are husband & wife.
 - c. 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).
- 2.14.2 The bidder shall furnish Annual Report and/or a certificate from its bankers as evidence that he has financial capability to perform the contract.
- 2.14.3 Individual signing the tender or other documents connected with the contract shall indicate the full name below the signature and must specify the capacity and authority under which he signs such document and shall also submit documentary evidence of his authority duly attested by a Notary Public.

2.15 DOCUMENTS ESTABLISHING WORKS CONFORMITY TO BID DOCUMENTS

- 2.15.1 Pursuant to Clause 2.15, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the bid documents of all works and services, which he proposes to provide under the contract.
- 2.15.2 The documentary evidence of the 'works and services' conforming to the Bid Documents may be in the form of literature, drawings, data etc. The bidder shall furnish:
- 2.15.3 A clause-by-clause compliance on the BSNL's Specifications and Commercial Conditions demonstrating substantial responsiveness to the Specification and Commercial conditions. A bid without clause-by-clause compliance of the all sections of the tender document shall not be considered.
- 2.15.4 For purpose of compliance to be furnished pursuant to the clause above, the bidder shall note that the standards for workmanship, material and equipment and reference to brand names or catalogue number, designated by the BSNL in its Technical Specifications are intended to be descriptive only and not restrictive.

2.16 BID SECURITY AND PERFORMANCE BANK GUARANTEE

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- 2.16.1 The submitted tender should be accompanied by an EMD, favouring **‘BSNL, Chennai Telephones’**. The Successful bidder shall remit a performance bank guarantee valid for 2 years and 6 months for an amount of Rs.2.5 lakh which is equal to 5 % of the Tender value of Rs.50 Lakh. This PBG will cover the intended period of **1 year and subsequent two extended spells of six months each**, depending on satisfactory performance of the Empanelled agencies to the satisfaction of BSNL.
- 2.16.2 On submission of the PBG, the initial EMD submitted along with the tender will be refunded.
- 2.16.3 The EMD of unsuccessful bidders will be refunded after finalization of the tender without any interest.
- 2.16.4 If the successful bidder fails to submit the PBG within the period specified on his being called upon to do so, the EMD submitted by him will be forfeited. He will also be debarred for a period of Two years from tendering for any type of work for BSNL.
- 2.16.5 The Security Deposit /EMD will not bear any interest for any period whatsoever.
- 2.16.6 Normally the PBG will cover 6 months extra to the date of said expiry of such contract/agreement.
- 2.16.7 if required, for operational reasons, BSNL reserves the right for not extending the operational period extensions of 6 months each over and above the initial 1 year period.

2.17 PERIOD OF VALIDITY OF BIDS

- 2.17.1 Bid shall remain valid for **SIX months** from the **date of opening of the tender**. A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE BSNL AS NON-RESPONSIVE.
- 2.17.2 In exceptional circumstances, the BSNL may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting the extension will not be permitted to modify his bid.

2.18 SEALING AND MARKING OF BIDS

- 2.18.1 Interested Agencies may submit the sealed bids in two separate envelopes as detailed below:
- Sealed Envelope I shall contain the bid in original duly super scribed as **“Tender for Empanelment of Advertising Agencies”**
 - Sealed Envelope II shall contain BID SECURITY as mentioned in Clause 6 of NIT super scribed as **“Tender for Empanelment of Advertising Agencies- BID SECURITY”**
 - The name and address of the bidder should be mentioned on each Envelope. The envelope containing the Bid should be **sealed by wax** and shall either be sent by Registered Post or deposited in the Tender Box kept in the notified office. The responsibility for ensuring that bids are deposited in the tender box / delivered in

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time to the proper, designated authority if sent by registered post shall rest with the bidder **only**.

- 2.18.2 If the envelopes are not sealed and marked as required by Para 2.18.1 the bid shall be rejected.
- 2.18.3 In no case, more than one bid should be put inside a cover. In such case, all the bids shall be treated as cancelled.
- 2.18.4 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such correction shall be signed by the person or persons signing the bid. No such errors/corrections are permissible in the 'Rates' quoted in the bid.

2.19 SUBMISSION OF BIDS

- 2.19.1 Bids must be received by the BSNL at the address specified not later than time specified for closing of the tender box on due date.
- 2.19.2 The BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in which case all rights and obligations of the BSNL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.19.3 Any bidder can submit only one bid. If more than one bid is submitted by a bidder, all the bids of the said bidder shall be disqualified.
- 2.19.4 The bidder shall submit for all or some works as indicated in the schedule of requirement of the bid documents for which he holds the necessary type approval.
- 2.19.5 The price schedule can be submitted in a separate sheet along with the bid, if the space given in the bid is not sufficient.
- 2.19.6 Similarly clause-by-clause compliance has to be given on a separate company letterhead sheet.

2.20 LATE BIDS

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

2.21 MODIFICATION AND WITHDRAWAL OF BIDS

- 2.21.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the BSNL prior to the deadline prescribed for submission of bid/s.
- 2.21.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission. A withdrawal notice may also be sent by Fax but followed by a signed confirmation copy in original by registered post received not later than the deadline for submission of bids.
- 2.21.3 As per Tender document, no bid shall be modified subsequent to the deadline for submission of bids.

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2.22 OPENING OF BIDS BY BSNL

- 2.22.1 The nominated officers of the BSNL shall open bids in the presence of the bidders or their authorized representatives who choose to attend at the tender opening time on the due date at the Specified address. The bidder's representatives who are present shall sign an attendance register. The bidder shall submit authority letter from the Company to this effect before they are allowed to participate in bid opening as per the format in Section IV part II.
- 2.22.2 A maximum of two authorized representatives for any bidder shall be permitted to attend the bid opening.
- 2.22.3 The bidder's names, Bid prices and such other details as the BSNL at its discretion, may consider appropriate will be announced at the time of opening.
- 2.22.4 If the date fixed for opening of the bid is, if declared as Holiday by the government of India, the revised schedule date of opening will be notified. However, in absence of such notification the bids will be opened on the next working day, but time and venue remain unaltered.

2.23 CLARIFICATION OF BIDS

- 2.23.1 To assist in the examination, evaluation and comparison of bids, the BSNL may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

2.24 PRELIMINARY EVALUATION

- 2.24.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 2.24.2 If there is a discrepancy between words and figures, the amount in words shall prevail. If the Ad Agency does not accept the correction of the errors, his bid shall be rejected.
- 2.24.3 Prior to the detailed evaluation, the BSNL will determine the substantial responsiveness of each bid to the Bid Documents. For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid Documents without material deviations. The BSNL's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 2.24.4 A bid determined as substantially non-responsive will be rejected by the BSNL and shall not subsequent to the bid opening be made responsive by the bidder by

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correction of the non-conformity. Such post-bid corrections by the bidder will not be permitted.

- 2.24.5 The BSNL may at his discretion waive any minor infirmity or non-conformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

2.25 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 2.25.1 The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive.

- 2.25.2 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.

- 2.25.3 The bids not meeting any of the qualifying requirements will be rejected.

- 2.25.4 All the eligible bids will then be evaluated based on the corporate strength, media strength and PR services offered.

- 2.25.5 The bidders will be ranked based on the marks scored out of maximum 65 marks

The bidders will be ranked based on the marks scored out of maximum of 65 marks. :

No	Parameter	Maximum Marks
1.	Turn over: (10 Marks for Rs.5 crore turn over per year. 1 additional mark for every additional Rs.2.5 crore turnover averaged over a period of 3 years	15
2.	Experience: 1. Creative Functions 2. Media Planning 3. PR functions	15 15 5
3.	Office Infrastructure	15
	Total	65

- 2.25.6 In second step, top rank bidders will be called for further evaluation based on presentation organized at BSNL on the defined theme given to all of them. The marks allocated to presentation are 35. Evaluation team appointed by CGM Chennai Telephones will decide the presentation topic.

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No	Parameter	Maximum Marks
1	Presentation:	
	1.Creative capabilities	15
	2. Media Planning	15
	3. PR Activities	5
	Total	35

2.25.7 On the basis of combined marks out of 100 a revised ranking will be done.

2.25.8 A decision will be taken for empanelment of top ranking agencies depending on overall evaluation & suitability of such agencies.

2.26 SERVICE TAXES AND ANY OTHER LEVIES TO GOVT.

2.26.1 The Bidder must indicate in their bid the particulars of GST Tariff Rules under which the GST is leviable and also the Reference No. of the authority exempting the firm from payment of the Service Tax fully or partially, if any.

2.26.2 Firm who quotes GS Tax "Nil" or if any other levies to Govt are not indicated, shall be evaluated with GST "Nil" and will not be paid any GST during the entire currency of the contract, including the extended spells also.

2.26.3 All firms must give clearly their GST Registration numbers and copies of Registration certificate.

2.27 CONTACTING THE BSNL

2.27.1 No bidder shall try to influence the BSNL on any matter relating to his bid, from the time of the bid opening till the time the contract is awarded.

2.28 Any efforts by a bidder to influence the BSNL in the BSNL's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

2.29 AWARD OF CONTRACT

2.29.1 The BSNL shall consider for empanelment a maximum of six agencies only on those eligible bidders whose offers have been found technically and commercially acceptable and who are willing to accept the rates as finalised by the BSNL.

2.29.2 The rates finalised by the BSNL shall be the rates at which Release/ Work orders shall be placed by the BSNL.

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

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- 2.30.1 The 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 a liability to the affected bidder or bidders on the grounds for the BSNL's action.
- 2.30.2 The BSNL reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with the BSNL or submitted documents are found false/forged at any stage , the Security deposit will be forfeited.

2.31 SIGNING OF CONTRACT AGREEMENT

- 2.31.1 The Approved Ad Agency will sign an agreement with BSNL setting out all the terms and conditions within SEVEN days of receipt of written instructions for doing so, on a non-judicial stamp paper of value Rs.100/- cost of which shall be borne by the Ad agency after submission of PBG as per 2.16. All Release/work orders issued to the Ad agency shall be governed by the contract agreement.
- 2.31.2 BSNL will reserve the right to extend the scope of the agreement for further extended spells also based on their operational needs and the decision, if any, will be binding on the bidder.

2.32 ANNULMENT OF AWARD

- 2.32.1 Failure of the successful bidder to comply with the requirement of Clause 2.31 above shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD/ bid security in which event the BSNL may make the award to any other bidder at the discretion of the BSNL or call for new bids.

2.33 PAYMENT TERMS

- 2.33.1 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.
- 2.33.2 Copies of newspaper in which the advertisement has been published should accompany the original and duplicate bills.
- 2.33.3 No payment shall be made for design works initially submitted for selection and subsequently rejected by the BSNL.
- 2.33.4 Payments if any, shall be made subject to deductions at TAX at source(TDS)

2.34 SUBCONTRACTS

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

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

- 2.35.1 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.
- 2.35.2 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 sanctions, namely, forfeiture of its performance security, imposition of liquidated damage and/or termination of the contract for default.
- 2.35.3 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.
- 2.35.4 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.

2.36 LIQUIDATED DAMAGES

- 2.36.1 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 not later than the dates specified 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 along with relevant Taxes under clause 2.36.2 below.
- 2.36.2 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 5% of the value of the charges/commission payable to the agency for 3 day's delay or part thereof and thereafter at the rate of 10% of the value of the charges/commission payable to the

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agency from 4 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 the case to case basis, by the CGM, BSNL 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.

- 2.36.3 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 2.35.2.

2.37 FORCED MAJEURE

2.37.1 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.

2.37.2 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 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.

2.38 TERMINATION FOR DEFAULT

2.38.1 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

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- 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 there have 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.

2.38.2 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.

2.39 TERMINATION FOR INSOLVENCY

2.39.1 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.

2.40 TERMINATION BY EITHER PARTY:

2.40.1 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.

2.41 INDEMNITIES

2.41.1 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 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.

2.41.2 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

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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

2.41.3 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.

2.42 ARBITRATION

2.42.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement the same shall be referred to sole arbitration of the Chief General Manager, Chennai Telephones or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Chief General Manager, Chennai Telephones or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the Chief General Manager 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 that the arbitrator is 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 Government Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manager or the said officer shall appoint another person to act as 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.

2.42.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act,

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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.

2.42.3 The venue of the arbitration proceeding shall be the Office or such other places as the arbitrator may decide.

2.43 SET OFF

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

2.44 LEGAL JURISDICTION

2.44.1 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

2.45 MODIFICATIONS/ CLARIFICATIONS

2.45.1 The BSNL reserves the right to issue any modifications/clarifications on or before the last date prescribed for submission of tenders. Such clarifications will be part of this tender document.

(End of Section II)

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SECTION-III
INFORMATION ABOUT THE AD AGENCY
 (To be furnished by the bidder along with the tender)

1	Name of the advertising agency	
2	Registered address of its corporate Office.	
	Telephone Number (PSTN): Mobile Number: FAX Number : E-Mail :	
3	Address of the Office Located at Chennai: (Main/Branch)	
	Telephone Number (PSTN):	
	Mobile Number:	
	FAX Number :	
	E-Mail :	
4	Year of Establishment:	
5	Whether it is sole proprietary or partnership firm or Pvt. Ltd company. (Attested copy of the partnership deed to be enclosed with Tender for partnership firm.	
6	Name of sole proprietor/ partners: Name of director(s):	
7	Name of the person(s) authorized to enter into and execute the Contract agreement and the capacity in which he/she /they is/ are authorized. Enclose authority letter.	
8	Officer in-charge at Chennai: (separate sheet may be enclosed with Bio-data and other details of Chennai in-charge).	Name : Design : Telephone No : Mobile : Fax : E-mail :

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9	Original Power of attorney in case any person other than bidder himself has signed the tender to be enclosed	
10	Permanent Income Tax Number of the Company/ Proprietor:	
11	Whether the firm is having a full fledged Office for advtg/ media works at Chennai?. Please furnish details of Officers/Staff/Office equipment	
12	GST Registration No: Attested copy of Service Tax Registration Certificate to be enclosed	
13	Name of Managing Director, Directors and top management and Officer in-charge at Chennai (separate sheet may be enclosed with Bio-data and other details).	
14	Infrastructure facility available with the agencies at Chennai Office:	
	No. of persons working	
	Whether Design Dep't. Exists.	
	No. of creative team members.	
	Number of Media experts	
	If a full-fledged studio exists (Details)	
	Recording facilities.	
	Printing facility, if tie up with any press then state	
	Tie up with model co-ordinators.	
	Monitoring facility (Whether own monitoring facility or monitoring based on TAM reports	
	Media survey subscriptions such as TAM, NRS, IRS, ABC etc	
	Working Days and hours	
	Research /Analysis tools	
Computer hardware and software facilities		

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	Any other relevant information	
15	Whether the firm has necessary Office equipment /construction tools required for the work. If so, give details.	
16	Attested copies of Income Tax returns submitted for the last three years	
17	Details of ISO Certificate / ISI Certificates if any: Enclose details	
18	Have you furnished EMD/BG in accordance with Tender specifications?	
19	Are you serving for BHARAT SANCHAR NIGAM LIMITED recently or in the past, if so, please attach copy of appointment of empanelment.	
20	Experience of the firm in Advertising field. Give details	
21	List of clients presently serving (public sectors/private sectors).	Attach proof
22	List of telecom sector PSUs/companies serviced in past 5 years	
23	Particulars of comparable work executed by the Bidder with PSUs/Central /State Depts/Corporate companies	
25	Regular Press Billing for the last two years should be at least Rs. 5 crore (Rupees Five crore only). Give details as below: Attach certificate from Chartered Accountant / P&L Account)	
	Total Press Billing for the year Rs. In crore	
	(b) 2015-2016	

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	(c) 2016-2017	
26	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	
27	Have you serviced/serving any PSU having turnover of minimum Rs. 100 crore?. Give details with proof.	
28	Audited Balance Sheets, P&L Statement and Income Statement field for financial year 2014-15 onwards till 2017 copies to be enclosed.	2014-2015:
		2015-2016:
		2016-2017:
29	Any other useful information related to the work	
30	If the contract is awarded in your favor can you provide exclusivity in providing service to BSNL for the contract period? (No agency on the BSNL panel shall be allowed to handle competing clients (Public Sector/ Private Sector) who are in the same business as BSNL to avoid clash of interests and maintenance of secrecy)	
31	Why do you think that you are suitable for empanelment with BSNL?	Please furnish details separately in company letterhead.

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I / We certify that the information furnished by me/ us as above is true to the best of my/ our knowledge.

Place

Signature of Bidder.

Date

Seal of Bidder.

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.

(End of Section-III)

Signature and Seal of Bidder

Section-IV**Part-I****BID FORM**

To:
Deputy General Manager (S&M)CM
O/o General Manager (S&M)CM
BSNL, Chennai Telephones
V Floor, No.10, Dams Road
Chennai 600 002

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 supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to execute the related works as specified in the contract within the time schedule specified in your release/work order and to supply works specified in the contract for a period of ONE year from the date of agreement at the same approved rate, which can be extendable twice by you for a further period of SIX months each.
3. If our Bid is accepted, we will obtain the guarantee valid for 2 years and 6 months of a Scheduled Bank for a sum Rs.2.5 Lakh which is equal to 5 % of Total Tender Value of Rs.50 Lakh.
4. We undertake, if our bid is accepted, to execute the related works on exclusivity and we will not handle competing clients (Public/Private sector) who are in the same line of business as BSNL to avoid clash of interests and maintenance of secrecy, for the contract period.

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- 5. We agree to abide by this Bid for a period of SIX months 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.
- 6. Until a formal agreement for the 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.
- 7. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
- 8. We understand that, you are not bound to accept the lowest or any bid you may receive.

Dated this day of2018

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

Signature

Name in Block Letters:
Office Seal:

Witness (1)
Signature :
Name :
Address :

Witness (2)
Signature :
Name :
Address :

Signature and Seal of Bidder

Part-II**LETTER OF AUTHORISATION FOR ATTENDING 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
10, Dams Road, Chennai Telephones, BSNL

Sub: Authorization for attending bid opening on 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 and Seal of Bidder

Part-III
DETAILS OF EMD ENCLOSED
(TO BE FILLED IN BY THE BIDDER)

D.D No : _____ DATED : _____

DRAWN ON BANK: _____

AMOUNT: Rs. _____

IN FAVOUR OF : _____

PAYABLE AT : _____

SIGNATURE : _____

DATE : _____

COMPANY SEAL: _____

PLACE : _____

(Bidder may prepare and keep a copy for reference at his own cost)

(End of Section IV)

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SECTION V

Part-I

SCHEDULE OF RATES (TO BE FILLED IN BY THE BIDDER)

RATES FOR ADVERTISEMENT WORKS: CONCEPTUALISATION, DESIGN, RELEASE IN PRESS/MEDIA, SCHEDULE MANAGEMENT, AND OTHER MARKETING RELATED ACTIVITIES.

SI No	WORKS DESCRIPTION	Commission Charges Agreed/ Tendered
A	B	
1	Release in print/electronic media where complete job of conceptualization, 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.	We here by agree to abide by the rate of 12% fixed by the BSNL + Service Tax as applicable. We also hereby agree to limit our claim to the actual commission passed on to us by the press/media in case if it is less than 12.% or pass on the difference to BSNL if the same is more than 12%.
2	Release in print/electronic media where the artwork is provided by the BSNL and only release monitoring, scheduling related to Ad is handled by the Ad agency. The commission allowed by the print/electronic media over and above 2.5% will be passed on to BSNL by the ad agency.	We here by agree to abide by the rate of 2.5% fixed by the BSNL.
3	For works involving only conceptualization, designing the art work and supplying it in Hard and soft copy (tiff format in CD) to BSNL for its exclusive use	Case to case basis or finalized by BSNL for standardized items

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4	Works involving photo shooting using models either for release in E- media or for the exclusive use of BSNL for indoor/outdoor publicity.	Case to case basis or finalized by BSNL for standardized items
5	For works involving designing the art work for silent advertisements (Maximum of size 5 x 5) published in newspapers on a daily basis, the agency will be eligible for 10% commission and balance 5% should be passed on to BSNL.	We here by agree to abide by the rate of 10% fixed by the BSNL.

Certified that the above offer is final. I/we hereby undertake to strictly abide by all the terms and conditions set forth in the tender schedule pertaining to this tender, issued under no: _____ dated: _____, which we have received along with this tender form.. The tender is submitted in wax sealed cover to DGM(S&M)CM, O/o GM(S&M)CM, BSNL Chennai Telephones, 10, Dams Road Chennai-600 002.

SIGNATURE: _____

COMPANY SEAL: _____

DATE : _____

PLACE : _____

If the space provided for the quotation is insufficient, separate sheets in company letterheads may be enclosed in the same format.

Signature and Seal of Bidder

SECTION: VI**Annexure-I****PERFORMANCE SECURITY GUARANTEE BOND**

1. In consideration of the CMD, BSNL (hereinafter called 'BSNL') having agreed to exempt _____ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Advance Purchase Order No _____ dated _____ made between _____ and _____ for the supply of _____ ----- (hereinafter called "the said agreement "), of security deposit for the due fulfillment 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 the BSNL an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by BSNL 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 demand from the 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 under take to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(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(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree the guarantee herein contained shall remain in full force and effect during the period that would be taken for _____

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the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and' its claims satisfied or discharged or till

_____ (office / Department) BSNL 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 TWO/TWO AND HALF/THREE YEARS (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) _____ further agree with the BSNL that BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder 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 the 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 the BSNL or any indulgence by the 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(s).

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

Dated the _____ day of _____ 2018

For

(Indicate the name of bank)

Signature and Seal of Bidder

Annexure-II
AGREEMENT

THIS AGREEMENT made on this _____ day of _____, 2018, at Chennai between Bharat Sanchar Nigam Limited Chennai Telephones having its Office at 78 Purasawalkkam high Road Chennai-600 010(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 Conceptualization, design and release of advertisements in any print, electronic, outdoor media, release and production of TV/Radio commercials, PR, road 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 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), 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. 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.
- 4.1 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 to meet its requirements.
- 4.2 BSNL is having every right to get the works done through any empanelled agencies in case of emergency or as per the situation.
5. Mere empanelment does not confer automatic rights to any agency to secure/procure jobs.

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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 settled before placing P.O & 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 this 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. In case of print/electronic media release, position analysis-saving\ statement/TRPGRP 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. BSNL is having every right to get the works done through any non-empanelled agencies in case of urgency or as per the situation
11. 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 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'.
12. BSNL may ask the Agencies to provide media buying offers and the benefits accruing there from shall be passed on to BSNL.
13. The billings should clearly state the applicable government taxes.
14. BSNL will strive to clear payments of bills submitted by agencies within 30 days of submission of the bills with all enclosures.
15. BSNL reserves the right to negotiate directly with the media for release of advertisement if the situation so demands.

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16. 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.

17. Contract Commencement & Duration:

- a) This agreement shall commence from the ____ Day of _____, 2018 for a period of One year up to _____, 2019 with further provisions of extension of one year in spells of six months each.
- b) Contract can be extended for a period of six months or more on the same terms and conditions on mutual agreement.
- c) The scope of the agreement thus entered upon, will be applicable for extended spells of the contract also, and the decision by BSNL will be binding and final.
- d) BSNL hold the right for not extending the extension, based on the requirements of BSNL and may also be on the performance related issues of the vender, and the decision by BSNL is binding.

18. Penalty: Penalty of 0.5% of the total bill value of the work executed plus applicable Taxes will be imposed for imperfections, low quality, omissions and commissions etc. related to art works or content thereon and is related to the quality in all dimensions of the work done. The penalty is in apart from the LD associated with works which are covered by relevant provisions in the Bid for which this Agreement is now entered upon. The decision of the BSNL will be binding and final. Repeat of such penalties will add to the negative evaluation of the vendor for further decisions thereon.

19. **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.

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.
- In case, if empanelled agency subcontracts its activity to the other Ad agencies, either full or in part; BSNL reserves its right to cancel the empanelment of the agency, with or without any notice.

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In case, the agency (L1) failed to execute assigned work; BSNL reserves right to execute work through other agency; the difference of amount (If any) will be deducted / realized in future bills of the agency (L1).

21. 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 CGM, Chennai Telephones, BSNL or any other person appointed by him. 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 CGM, Chennai Telephones, BSNL 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 reenactment there of or any rules made there of.

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

22. Jurisdiction:

In case the empanelled agency wants to take the dispute to a court of law after Arbitration Award as aforesaid, it is clearly understood that only courts in Chennai shall have the Jurisdiction.

BSNL

AGENCY

Through its Authorized Representative

WITNESSES:

Signature and Seal of Bidder