



Bharat Sanchar Nigam Limited
(A Government of India Enterprise)
O/o The General Manager, Consumer Mobility,
Odisha Telecom Circle, Bhubaneswar-14

Expression of Interest

**EOI for empanelment of Advertising Agency for the year 2012-2013-2014
for BSNL, Odisha Telecom Circle**

Sealed tenders are invited by the GM Consumer mobility, Bhubaneswar - 751014 for and on behalf of BSNL, from **reputed Ad. Agencies to get empanelled as Ad. Agency for two years for BSNL, Odisha Telecom.**

The tender documents along with details, specifications, terms and conditions can be obtained from AGM(Sales& Marketing), O/o the GM Consumer Mobility, 3rd floor, BJB Nagar Telephone Exchange Bhubaneswar-751014 on payment of Rs. 1050/- (Rupees one Thousand and fifty Only) which is non-refundable. The amount of Rs.1050/- towards the cost of tender paper is to be paid **in the form of Demand Draft drawn in favour of A.O.(cash), O/o the GM(CMTS), Bhubaneswar-14** during the office hour on all working days or alternatively the tender forms can be downloaded from the website: <http://www.orissa.bsnl.co.in>. The downloaded tender documents should be submitted along with the Demand Draft of Rs. 1050/- drawn in favour of **A.O.(cash), O/o the GM(CMTS), Bhubaneswar-14** otherwise the tender forms will be rejected.

DESCRIPTION OF WORK-

TENDER ITEM	EMPANELMENT OF ADVERTISING AGENCIES	
TENDER NOTICE NO./DATE	OR/CM/SM/Ad. Agency/12-13 Dated 10-12-12	
APPROXIMATE COST OF WORK	Rs. 36,00,000 per Year. i.e Rs. 72,00,000 for two year (tender period)	
AMOUNT OF BID SECURITY IN Rs.	Rs. 25,000/-	
COST OF TENDER DOCUMENT IN Rs.	Rs. 1050/-	
DATE AND TIME OF TENDER	RECEIPT UPTO 13.00Hrs. OF 09/01/13	OPENING AT 15Hrs OF 09/01/13
SALE OF TENDER DOCUMENT	FROM 19/12/12 TO 08/01/13	
PBG WITH VALIDITY 800 DAYS	Rs. 1,20,000/-	

Tenders shall be accompanied by the Earnest Money Deposit in the form of DD in favour of **A.O.(cash), O/o the GM(CMTS), Bhubaneswar payable at Bhubaneswar-751014** through any Scheduled bank. The GM Consumer Mobility, Bhubaneswar, Odisha reserves the right to cancel or postpone the tender without assigning any reason.

Sd/
AGM (S&M)
O/o GM CM Bhubaneswar

Place :
Date:

Signature of the bidder
With seal

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

Odisha Circle.



TENDER DOCUMENT FOR

Empanelment of Advertising Agencies

TENDER NO: No. :- OR/CM/SM/Ad Agency/12-13 Dated at Bhubaneswar the 10-12-2012

LAST DATE & TIME FOR SUBMISSION: 13.00 HRS OF 09 .01.13

DATE & TIME OF OPENING: 15.00 HRS. OF 09 .01.13

PLACE OF OPENING: SEMINAR HALL,

2ND^h FLOOR, BJB NAGAR TELEPHONE EXCHANGE

ISSUED BY

MARKETING CELL

O/O THE GM(CM), ODISHA CIRCLE,

BHUBANESWAR-751014.

Visit us at : www.orissa.bsnl.co.in

Rs.1050/-

Place :

Date:

Signature of the bidder

With seal



Bharat Sanchar Nigam Ltd.
(A Govt. of India Enterprise)
Marketing Cell, O/o the GM(Consumer Mobility),
Odisha Telecom Circle.

Bid Document
For
Empanelment
Of
Advertising Agencies

Cost of tender paper - Rs. 1050/-

Place :
Date:

Signature of the bidder
With seal

INDEX

Sl. No.	Description	Page No.
1.	Introduction	5
2.	Procedure for Empanelment	6
3.	Duration of Empanelment	6
4.	Qualifying Criteria	6
5.	Scope of work	7
6.	Submission of Document	7
7.	Evaluation of Bids	7
8.	Method of Job allocation	
	Annexure-I	8
	Annexure-II	10
	Form I	11
	Form II	13
	Annexure-III	14
	Annexure-IV	17
	Annexure-V	19

Place :
Date:

Signature of the bidder
With seal

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 large 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 & other related service

BSNL today provides a wide array of nation wide telecom services. Apart from basic service, it provides I-Net, Intelligent Network Services, Internet, Broadband, ISDN, Leased Lines, Voice Mail Services, CDMA-based WLL services, long distance service. BSNL has recently rolled out its countrywide network of cellular mobile service in Oct'2002.

Cellular Service

At the beginning BSNL's Post Paid cellular service was launched under the brand name Cell One and the pre-paid service under the brand name Excel. Now it is combined into only one Brand BSNL MOBILE. This GSM technology network has capacity of 40 Lakhs lines in Odisha. Most of the value added services like SMS, Voice mail & other content services are available.

Marketing Policy

To facilitate marketing of its services, BSNL has branded its services. BSNL has also put into gear the network of marketing channels. Apart from its own Customer Service Centers, Franchisees/ Sub-franchisees, DSA for all types of service as for both postpaid & pre-paid service have been established backed by 24 hrs customer care. Scheme of marketing agents for marketing of ISDN, Internet, India telephone Card 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 various services and products of BSNL. BSNL intends to penetrate its cellular service among rural areas also. The pricing policy is focused on affordability aiming at Volume.

Place :
Date:

Signature of the bidder
With seal

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, by synergetic with corporate theme and campaigns without loosing much of its efficiency & effectiveness.

PROCEDURES FOR EMPANELMENT

1. An initial screening of all the applications will be undertaken by a First Screening Committee.
2. 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" below shall recommend the name of the agencies who could be called for presentation before **High level Committee**.
3. After approval, the short listed agencies would be called for presentation on a specified date, time and venue before the **High level Committee**.
4. A panel of Advertising Agencies will be selected thereon based on final ranking and will be issued a letter of award.

DURATION OF EMPANELMENT

The Empanelment of selected agencies shall be **for a period of two years, which may be extended for another period of 1 year in two slabs of six months each** depending on satisfactory performance of the empanelled agencies to the satisfaction of BSNL.

QUALIFYING CRITERIA

1. 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). Accreditation with Doordarshan and AIR (Proof required)
 - (ii) Regular billing of **Rs. 1 crore** for the last two financial years **FY 10-11,11-12**. (A certificate to this effect duly signed & sealed by Chartered Accountant is to be submitted).
 - (iii) Handling of 3 govt. / PSU / MNC accounts (Preferable).
 - (iv) Full-fledged office **at Bhubaneswar** (BSNL Circle HQ location) .
 - (v) Service tax registration (Proof to be submitted along with latest copy of tax filing)
 - (vi) Copy of income tax return for last FY10-11 & 11-12
 - (vii) Copy of PAN Card.

Place :

Date:

Signature of the bidder

With seal

SCOPE OF WORK

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

SUBMISSION OF DOCUMENT

The bidder shall submit following documents along with the bids:-

- (i) Particulars for empanelment of Advertising agency-enclosed as Form-I.
- (ii) Qualifying requirement for empanelment of Advertising/PR agency-enclosed as Form-II.
- (iii) A Corporate brochure of the agency.
- (iv) EMD in the form of Demand Draft for **Rs. 25,000/-** (Rupees twenty five thousands only) in favour of A.O.(Cash), O/ o the GM(CMTS), 3rd Floor, BJB Nagar Telephone Exchange BSNL, Bhubaneswar-14.

All the forms should be complete with the required certificate/documents mentioned therein.

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. 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 Annexure-II (Evaluation Criteria). 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 at BSNL on the defined theme given to all of them. The marks allocated to presentation are 25. The presentation topic will be decided by **Circle Evaluation team**. 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 agency shall have to furnish a performance bank guarantee for Rs. 3,60,000/3 * Valid for 800 days from the date of signing of agreement. (PBG Performa placed at Annexure-IV).

The proceeds of the performance security shall be payable to BSNL as compensation for any loss resulting from the agency's failure to complete its obligation under the agreement. The performance security bond will be discharged by BSNL after completion of the agency's performance , obligations including any warranty obligation under the agreement.

*** Equivalent to 5% of the circle marketing budget for print media 2012-2013 & anticipating the same amount of budget for print media FY 2013-14 .**

METHOD OF JOB ALLOCATION

Refer agreement at Annexure-III.

Place :

Date:

Signature of the bidder

With seal

SCOPE OF WORK FOR EMPANELLED AGENCIES

1. Designing, conceptualization and media management including release of Advertisement in press/TV/radio/outdoor etc., for
 - ✓ BSNL Service campaigns.
2. Printing and Production of promotion material:
 - ✓ ☐ Tariff charts.
 - ✓ ☐ Service leaflets.
 - ✓ ☐ Service brochure.
3. Design & release of Advertisements in print media for
 - ✓ ☐ NITs/Gazette notification.
 - ✓ ☐ Recruitment / Empanelment.
 - ✓ ☐ Announcements Ads.
4. Arranging publication of articles on telecom .
5. It is totally the discretion of BSNL to decide the agency for making/releasing any Ad.
6. BSNL is not bound to release as well as prepare Ads. Always through the Ad agencies. If required it may go directly.

FINANCIAL (COMMISSION)

1. Selected 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 and executed and/or creative belongs to other Agency (including that sent by BSNL corporate office)
 - c) Creative agency (Print & electronic), if different than the releasing agency, will get 9.5% till one year of its use or the expiry of term of empanelment which ever is earlier. (Not applicable for creative supplied by BSNL corporate office)
 - d) For activities like production of TVC/Radio Jingle/Posters/Stickers/Leaflets etc. where no fixed rates are available, the rates will be decided either on case to case basis or fixed by BSNL circle for standardized items.

Place :
Date:

Signature of the bidder
With seal

LIQIIDATED DAMAGES

The date of execution as stipulated in the work order should be deemed to be the essence of the contract and the work must be completed not later the date specified there in. In case the agency fails to adhere to the dates of completion of work as mentioned in the work order, BSNL reserves the right to recover damages @ 5% of the work order from the agency.

Place :
Date:

Signature of the bidder
With seal

EVALUATION CRITERIA

	Parameter	Marks
1	Turnover	30
2	Experience [Clients serviced, campaigns handled, awards, exhibitions organized, best advertisement (creative) & performance of existing agencies empanelled with BSNL]	25
3	Office infrastructure	20
4	Presentation- [Parameters to be judged-Creative, understanding of BSNL operations, Strategy, PR]	25

Place :
Date:

Signature of the bidder
With seal

PARTICULARS FOR EMPANELMENT OF ADVERTISING AGENCIES

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

- (i) Name of the Advertising Agency
- (ii) Address of Office at BSNL circle HQ location
Tel. Nos.
Fax No.
E - mail
- (iii) Full address of the head office.
Tel. Nos.
Fax No.
E - mail
- (iv) Name of the contact person at BSNL HQ location (with designation)
Tel. Nos.
Fax No.
E-mail
- (v) Year of Establishment
Legal status of agencies (Proprietor/Partnership/Private Ltd./Public Ltd.)
- (vi) Are you serving for BHARAT SANCHAR NIGAM LIMITED recently or in the past, if so, please attach copy of appointment of empanelment.
- (vii) Infrastructure facility available with the agencies.
➤ No. of persons working (separately for different offices)
➤ Whether Art Deptt. Exists.
➤ No. of creative team members.
➤ Number of Media experts
➤ If the full-fledged studio exists (Details)
➤ Recording facilities.
➤ Printing facility, if tie up with any press then state
➤ Any other.
- (viii) Name of Managing Director, Directors and top management (separate sheet may be enclosed with Bio-data and other details).

Place :
Date:

Signature of the bidder
With seal

- (ix) List of clients presently serving (public sectors/private sectors).
- (x) List of telecom sector PSUs/companies serviced in past 5 years.
(Attach copies of Award Letters)
- (xi) Details of awards in print media / visuals from the reputed publications like A&M, ASCI
(attach copies of certificates)
- (xii) Capability to arrange interviews in Electronic / Print media, give details of such capability in past and commitment for BSNL without additional cost.
- (xiii) EMD Draft/BSNL receipt no: (Attach)
- (xiii) 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.

Place :
Date:

Signature of the bidder
With seal

QUALIFYING REQUIREMENTS FOR EMPANELMENT OF ADVERTISING AGENCIES

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

1. Regular Press Billing for the last two years should be at least Rs. 1 crore (Rupees one crore only).

Total Press Billing for the year	Rs. in crores
(a) 2010-2011	_____
(b) 2011-2012	-----

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

2. Accreditation with INS, Doordarshan and AIR
 - (a) Details of continuous & regular accreditation for the last two years.
 - (b) Latest INS accreditation as on the date of applying letter from INS (attach proof).
 - (c) Proof of Doordarshan & AIR accreditation
3. Full-fledged office in Circle Head Quarter Bhubaneswar.
4. Have you serviced/serving any PSU having turnover of minimum Rs. 100 crores.
Give details with proof.
5. Service tax Regn. No. (Attach photocopy).
6. Copy of Partnership Deed/certificate of incorporation/registration,
7. Audited Balance Sheets, P&L Statement and Income Statement filed for financial year 2010-11, 2011-12
8. PAN of the agency.

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

Place :
 Date:

Signature of the bidder
 With seal

Annexure-III

AGREEMENT

THIS AGREEMENT made on this _____ day of _____, 2012 at Bhubaneswar between Bharat Sanchar Nigam Limited Odisha Circle, Bhubaneswar having its Regd. Office at Sanchar Bhawan, 20 Ashoka Road, New Delhi - 110001 (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.

WHERE AS 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 WHERE AS 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. Although, it would be endeavor of BSNL to distribute jobs to the empanelled agencies yet the agency that makes the best presentation will be awarded the job. Hence, BSNL reserves the right to reject or accept any offer/job.
5. Mere empanelment does not confer automatic rights to any agency to secure/procure jobs.
6. BSNL will not pay for the presentation. No charges will be paid for designing, artwork, materials, photography, language translation and any expenditure associated with developing for release of an advertisement in any print media. For other releases where ever required, such charges will be settled before placing P.O & specified clearly in the P.O.
7. Immediately after publication of the advtg. the Tear sheets/photographs/telecast certificate/agency certificate as applicable thereof should reach this office confirming the execution of work order issued by BSNL.

Place :
Date:

Signature of the bidder
With seal

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
 - e. In case of print/electronic media release, position analysis-saving statement/TRP GRP analysis as applicable
9. BSNL has the right to use the advertisements/visuals cleared for release for its own future purpose without any financial obligations towards the agency. BSNL may ask the agency to deposit one set of positives/Soft copy of Ad of such releases at no extra cost.
10. BSNL is having every right to get the works done through any non-empanelled agencies in case of urgency or as per the situation. Similarly , the SSA may, sometimes get the work done through other agency in case of need as the offices of empanelled agency need not be there at all the SSA.
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.
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. **Commencement & Duration:**
 - a This agreement shall commence from the _____ Day of _____, 2013 for a period of two years upto _____, 2015.
 - b Contract can be extended for a period of six months or more on the same terms and conditions on mutual agreement.
18. **Penalty** : Penalty of 5% of the total value of work executed will be imposed for delayed supply, low quality, omission and commissions etc. Further the proceeds of the performance security shall

Place :
Date:

Signature of the bidder
With seal

be payable to BSNL as compensation for any loss resulting from the agency's failure to complete its obligation under the agreement.

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.

c In case, if empanelled agency subcontracts its activities 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.

D At any time if BSNL desires , then it may cancel the panel of agencies at any time and call for fresh tender without any notice.

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 CGMT BSNL, Odisha Circle Bhubaneswar 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, Odisha Circle Bhubaneswar shall appoint another person to act as Arbitrator in the place of out going 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.

BSNL

AGENCY through its authorized representative

WITNESSES:

Place :
Date:

Signature of the bidder
With seal

Annexure-IV

FORMAT OF THE BANK GUARANTEE

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

Re: Bank Guarantee in respect of Agreement dated _____ between Bharat Sanchar Nigam Limited and M/s _____, A company registered under The Companies Act, 1956 and having its Registered Office at _____ (hereinafter called "Empanelled Ad agency") has entered into an agreement dated _____ (hereinafter referred to as "the said agreement") with M/s Bharat Sanchar Nigam Limited, Odisha Circle (BSNL in short) (A Government of India Enterprise) having its Regd. Office at Sanchar Bhawan, 20 Ashoka Road, New Delhi - 110001 (herein after referred to as "BSNL") whereby BSNL has agreed to appoint the empanelled advertising agencies for providing advertisement & creative design for promotion of various BSNL Services & Products on the terms and conditions exclusively mentioned therein.

It has been agreed between the parties that a Bank Guarantee for Rs...../- (**Rupees****only**) shall be given by the Ad agency in favour of the BSNL for due and faithful performance of the terms and conditions of the said agreement.

_____ Bank having its office at _____ has at the request of the Ad agency (M/s _____), decided to give the guarantee as hereinafter contained:

1. We, _____ (hereinafter called 'the Bank") do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Ad agency has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum of Rs..... /- (**Rupees**.....**only**) or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it compel the Bank to pay the same.

2. Any such demand from the BSNL shall be conclusive as regards the liability of Ad agency to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Ad agency had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Franchisee and BSNL regarding the claim.

Place :
Date:

Signature of the bidder
With seal

3. We, the Bank further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect for the period of **800 days** from the date of commencement of the agreement or the term of this guarantee whichever is later. But if the period of the said agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the Ad agency and the BSNL, the Bank shall automatically renew the period of the Guarantee for such period which expires 6 (six) months after the renewed period of the said agreement failing which it shall pay to the BSNL the said sum of **Rs...../- (Rupees.....only)** without BSNL demanding the payment of the above sum.

4. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Ad agency and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Ad agency or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Ad agency or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

5. The Bank further agrees that in case this Guarantee is required for a larger period and it is not extended by the Bank beyond the period specified above in Clause 3, the Bank shall pay to BSNL without BSNL having to demand the payment of the said sum of **Rs./- (Rupeesonly)** on the last day on which the Bank Guarantee is due to expire.

6. Notwithstanding anything herein contained;

(a) The liability of the Bank under this guarantee is restricted to **Rs./- (Rs.only)** and it will remain in force for a period of **800 days** i.e. up to _____.

(b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before _____.

7. The Bank guarantees under its constitutional power to give this guarantee and _____ who have signed it on behalf of the Bank have authority to do so.

(Authorized Signature of the Bank Official)

Power of Attorney Number

Place :
Date:

Signature of the bidder
With seal

ANNEXURE-V

LETTER OF AUTHORISAION FOR ATTENDING BID OPENING

(To reach AGM(S&M) before date of bid opening)

The Assistant General Manager(S&M)
O/o GM Consumer Mobility
Odisha Circle,Bhubaneswar-14.

Subject: Authorisation for attending bid opening on
.....(date) in the Tender of
.....

Following persons are hereby authorised 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 signatures

I.

II.

Alternate
Representative

Signature of bidder
Or
Officer authorised to sign the bid
Documents on behalf of the bidder

Note: 1. Maximum two representative 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 authorisation as prescribed above is not recovered.

Place :
Date:

Signature of the bidder
With seal