MAHANAGAR TELEPHONE NIGAM LIMITED, DELHI.

(A Government of India Enterprise)

Kidwai Bhawan, Janpath, New Delhi-110001

# EXPRESSION OF INTEREST

EOI No. Mktg./MTNL/ND/Empanelment of ad agencies/2022-23

## EOI Document for empanelment of

## Advertising agencies for MTNL Delhi

|  |
| --- |
| Cost of EOI document Rs. 590/- (Including GST @ 18%) |

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**Issued by: General Manager (EB& Mktg.), MTNL Delhi, Kidwai Bhawan, Janpath, New Delhi-110001.**

##### Telephone No.: 23753841, 23325787 / 9868139911

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**Note - Please check that all the 41 pages are intact in the document.**

(Signature of bidder)

###### INDEX

|  |  |  |
| --- | --- | --- |
| **Sr.** | **Description** | **Page No.** |
| **1** | **Expression of Interest** | **4** |
| **2** | **Instructions** | **5** |
| **3** | **Introduction** | **6-12** |
| **4** | **Scope of work (Annexure I)** | **13** |
| **5** | **Evaluation criteria (Annexure II)** | **14** |
| **6** | **Agreement (Annexure III)** | **15-19** |
| **7** | **Format of PBG (Annexure IV)** | **20-22** |
| **8** | **General Instructions to Bidder (Annexure V)** | **23-29** |
| **9** | **Performa for declaration by applicant of EOI (Annexure VI)** | **30** |
| **10** | **EOI Form (Annexure VII)** | **31** |
| **11** | **Format for self-certification regarding local Content (LC) for Telecom product, Services or works ANNEXURE-VIII** | **32** |
| **12** | **BID SECURITY FORM (ANNEXURE- IX)** | **33** |
| **13** | **Form-1** | **34-35** |
| **14** | **Form-2** | **36-37** |
| **15** | **Form-3** | **38** |
| **16** | **Form-4** | **39** |
| **17** | **Form-5(ECS Mandate Form)** | **40** |
| **18** | **Notes** | **41** |

(Signature of bidder)

**MAHANAGAR TELEPHONE NIGAM LIMITED**

OFFICE OF THE GENERAL MANAGER (EB & Mktg.)

ROOM. NO. 451, KIDWAI BHAWAN, JANPATH,

NEW DELHI-110001

**To,**

**The Eligible Bidders**

## Sub: EOI Document for empanelment of Advertising agencies for MTNL Delhi

Dear Sir,

1. The EOI shall be submitted through sealed bid in the prescribed proforma in MTNL Office. Bidder offer complete in all respects as per enclosed documents must be submitted latest by 17.00 Hrs on or before the schedule date of Receipt/Submission as per this EOI.

2. The hard copy of the Bids may be submitted in sealed envelope to Publicity Officer at Room No-565, 5thfloor, Kidwai Bhawan, Janpath, New Delhi-110001. Your offer complete in all respects as per enclosed documents must be submitted on or before specified time/ date.

3. The instructions to the Bidders and General (Commercial) conditions are applicable for this EoI.

4. Bids shall be opened on specified date and time by the designated committee.

5. The representatives of the Bidders may attend the bid opening at MTNL premises along with letter of authorization for attending bid.

6. Concession to SSI units registered with NSIC under single point registration scheme shall be applicable as per clause 2.9.

7. All other terms and condition mentioned in this EoI will be unequivocally applicable upon bidders.

8. In case of any miss-interpretation of any clauses of this EoI , decision of ED (Delhi), MTNL will be final.

Thanking you,

**Yours faithfully,**

**DGM (A&Mktg.)**

**KIDWAI BHAWAN, JANPATH,**

**NEW DELHI-110 001**

(Signature of bidder)

**MAHANAGAR TELEPHONE NIGAM LIMITED, DELHI**

(A Government of India Enterprise)

# Expression of Interest

The Executive Director, MTNL Delhi, invites EOIs through sealed bid in the prescribed proforma from reputed advertising agencies for following items.

1. Name of Items : Empanelment of Advertising Agencies

2. Earnest Money Deposit : Rs. 24,000/-

3. Cost of the EOI Document : Rs. 590/- (Including GST @ 18%)

4. EOI opening date : From 12.10.2022 to 09.11.2022 up to 16:00 hrs

5. Last date & Time of Submission of EOI: 10.11.2022 up to 17:00 hrs.

6. Date & Time of opening of EOI : 11.11.2022 at 12.00 hrs.

The EOI shall be submitted through sealed bid in the prescribed proforma in MTNL Office. Bidder offer complete in all respects as per enclosed documents must be submitted latest by 17.00 hrs on the schedule date of submission. The Hard copy(s) will be opened by TOC with the approval of competent authority at the time and date so decided. The Hard Copy of the bids will be recorded/ returned if covers are not properly sealed with OFFICIAL SEAL/STAMP of the Bidder. Bids shall be opened at 12.00 hrs on the scheduled date of opening.

EoI documents can be collected from Publicity Officer, Room No-565, 5th floor, Kidwai Bhawan, Jan path, New Delhi-110001 on payment of Rs. 590/- in form of DD/PO in favour of AO(Cash) HQ, MTNL Delhi against the cost of the EoI document. Documents may also be downloaded from the website <http://www.mtnldelhi.in> & [www.mtnl.in](http://www.mtnl.in) . EoIs may be submitted alongwith the cost of the document by way of demand draft for Rs. 590/- favoring AO(Cash) HQ, MTNL Delhi.

(Signature of bidder)

#### Instructions

The parties intending to become the advertising agency for MTNL Delhi unit may kindly go through the enclosed document thoroughly and submit their EOI upto the prescribed date, in the format indicated with the EMD of Rs.24,000/- (Twenty Four Thousands Only) in the form of Bank Guarantee (Annexure –IX)

All the EOIs received will be processed for short listing and selection process will be started as per EOI, after the completion of the empanelment process, the final selection would be communicated within four weeks.

(Signature of bidder)

## INTRODUCTION

1. The Company

MTNL was set up in 1986 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’s key metros – Delhi and Mumbai. In the past 30 years the company has taken rapid strides to emerge as India’s leading and one of Asia’s major telecom operating companies.

The company has also been in the forefront of technology induction by converting 100% of access lines into digital mode. MTNL today provides a wide array of telecom services. Apart from basic service, it provides I-Net, Intelligent Network Services, Internet, ISDN, Leased Lines, Broadband, 3G and GSM-based Mobile services etc.

Mission

To remain market leader in providing world class Telecom and IT related services at affordable prices and to become a global player.

### Network Structure

In more than two decades of its operations, MTNL is growing rapidly by modernizing the network, incorporating the State-of-the-art technologies and a customer friendly approach. There has been all-round development & growth and improved operational efficiency. Presently, MTNL is providing a host of telecom services that include fixed telephone service, GSM (including 3G services), Broadband, ISDN and Leased Line services. MTNL has been in the forefront of offering state of the art technology based telecommunications services to its customer’s at most affordable prices. MTNL has been the first to launch some of the latest telecom technologies in the country like ADSL2+ & VDSL2 in broadband and 3G Mobile service.

### Marketing Policy

To facilitate marketing of its services, MTNL has branded its services. MTNL has also put into gear the network of marketing channels. Apart from its own Customer Service Centres, MTNLs Business Associates & Distributors for post-paid& pre-paid services have been established backed by 24 hrs customer care. Scheme of marketing agents for marketing of ISDN, Internet, VCC, Tri-band and other value added services is also in place. Basic and other services are being marketed primarily through its own outlets. Considering the competition, there is a need for establishing various brands including 3G services, Dolphin, Trump, Broadband, Wi-Max services. MTNL intends to penetrate its Dolphin cellular service in Delhi and NCR areas. The pricing policy is focused on affordability aiming at Volumes.

### 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 electronic, outdoor, internet, Direct Mailing, exhibitions, events, public relations 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, and be synergetic with corporate theme and campaigns without losing much of its efficiency & effectiveness.

**(Signature of bidder)**

## 2. Expression of interest for Empanelment

## 2.1PROCEDURES FOR EMPANELMENT

The EOIs invited from all eligible and interested advertising agencies for empanelment with MTNL, Delhi unit will go through as per sequence of process given below:

#### An initial screening of all the applicants will be undertaken by Screening Committee, based on submitted documents for “Qualifying Criteria” mentioned in clause in 2.3 The short listed agencies would be ranked according to their experience credentials turnover etc. as per evaluation criteria mentioned in annexure-II (Part-I) and other terms & conditions of EOI. The top nine agencies will be selected for further evaluation. If at 9th / last position, there is more than one agency, which agency having more turnovers in financial year 2019-20 and 2020-21 put together will be short listed.

1. After approval, further a designated committee would be allowed to visit the premises of these short listed nine agencies for verification of infrastructure etc. in this regard.
2. After approval, short listed agencies would be called for presentation to high level committee on a specified date, time, venue & topic.
3. After approval only three agencies will be empanelled & subject to signing of agreement and submission of SD/PBG.
4. The quantum of work to be allocated is not related with the evaluation score. All the three selected agencies will be considered at par but subject to quality of work, creativity & responsiveness of agency as per MTNL discretion, convenience & requirement etc. for a particular job of empanelled agencies.

## 2.2 DURATION OF EMPANELMENT

The empanelment will be valid for 2 years. However, it may be further extended for a period up to 1 year at MTNL’s discretion with same terms & conditions.

#### 2.3 QUALIFYING CRITERIA

Only the applied agencies meeting the following eligibility criteria will be considered for evaluation. Screening and first stage evaluation committee shall evaluate the capabilities of the agencies based on their profile.

1. **Accreditation:** Agencies having continuous & regular INS accreditation for the last **three** years. Copy of INS accreditation certificate/proof will be required to be submitted.
2. **Turnover:** Agencies having aggregate turnover of Rs. 1Cr during the last three financial years 2019-20, 2020-21 and 2021-22 put together and total turnover of last two consecutive financial years i.e. 2020-21 & 2021-22 with a minimum of Rs.**75 lacs** as per duly certified audited statement of accounts.
3. Agencies having a minimum experience of 5 years in the field of advertising activities. Out of this at least 2 years’ experience is essential in handling Govt. /PSU/Regd. Companies accounts having annual turnover of Rs. 100 Crores or more.

(iv) The agency not presently barred/black listed by MTNL.

(v) Agencies having full-fledged local office at Delhi/ Gurugram/NOIDA/Faridabad/Ghaziabad to support timely service for activities. A certificate with details will be required to be given in prescribed Performa. (Ref. Form-1)

**(Signature of bidder)**

1. The SSI units registered with NSIC may be given exemption from payment of Bid Security to the extent of their approved „monetary limit‟. The bidders (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security up to the amount equal to their monetary limit. In case of bidders having monetary limit as “NO LIMIT”, “WITHOUT LIMIT” or „MORE THAN Rs. 50 LAKHS”, the exemption will be limited to Rs.50,00,000/- (Rupees Fifty Lakhs) only. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the bid. For details of return/adjustment and forfeiting.

The MSEs(Micro & Small Enterprises) units/bidders registered with MSME bodies shall be given exemption from payment of Bid Security deposit provided the tendered item is listed in the Registration Certificate of MSME, subject to following:-

**(a)** A proof regarding current registration for the tendered items will have to be attached alongwith the bid.

**(b)** The enlistment certificate issued by MSME bodies should be current & valid on the date of opening of bid.

**(c)** Agency should have solvency should have solvency to the extent of Rs. 25 lakhs on the date of submission of the bid document. (To be certified by nationalized/scheduled bank)

**(d**) Agency should submit GST registration Certificate. (Copy of GST registration and copies of other relevant documents should be submitted as proof)

## 2.4 SCOPE OF WORK

The scope of work for the empanelled agencies is defined in Annexure-I. Any other work related to corporate publicity, printing etc., will also be forming part of the scope as decided from time to time. However MTNL reserves the right to give the job mentioned in Annexure–1 to any agency other than empanelled agency.

## 2.5 SUBMISSION OF DOCUMENTS

The bidders shall submit the following documents along with the EOIs:

1. EMD in the form bank guarantee of Rs.24,000/- (Annexure- IX)
2. A Corporate brochure of the agency
3. Particulars for empanelment of advertising agency- enclosed as Form-1
4. Qualifying requirement for empanelment of advertising/ PR agency –enclosed as Form-2
5. Details and proof of full-fledged local office at Delhi/ Gurugram/ Faridabad/Ghaziabad/Noida
6. Declaration in Annexure-VI
7. EOI form in Annexure-VII duly filled and each & every paper of EOI duly signed by the bidder.
8. Solvency certificate certified by Nationalized/scheduled Bank.
9. Copy of GST registration certificate.
10. All the forms should be complete with the required self-attested certificate/ documents mentioned therein and serial numbered.
11. NSIC/MSME registration certificates if it is required for exemption for EMD/PBG

Note: ‘Year’ means financial year if it is not specified.

* 1. **(a) FORMAT AND SIGNING OF BID**

The bid shall be typed or printed numbered sequentially and signed by the bidder or a person or persons duly authorized to sign by the bidder to the contract. An index of various documents and page no. where it is available shall be given. The letter of authorization shall be indicated by written power of attorney. The Power of Attorney shall be enclosed along with the bid. Every page to be signed by authorized signatory with stamp.

**(Signature of bidder)**

1. **SEALING AND MARKING OF BIDS:**

(i) Bids along with documents shall be submitted in the format prescribed by MTNL. The supporting documents shall be suitably enclosed along with the bid.

(ii)  Expression of Interest (EOI) Opening: - Expression of Interest (EOI) will be opened by the designated opening committee of MTNL on the schedule date and time of opening of the bids. The representative of the bidders may attend the bid opening at MTNL premises.

iii) The bidder shall submit sealed in separate envelop Hard copy of the bids (Technical Bid& Financial Bid sealed separately) before the due date & time of submission of bid.

iv) The inner and outer envelopes shall be addressed by name to purchaser at the following address:

Publicity Officer at Room No-565, 5thfloor, Kidwai Bhawan, Janpath, New Delh-110001

**2.6 (C) SUBMISION OF BIDS:**

1. Sealed Bids must be submitted by the bidders not later than 17.00 hrs. on due date and hard copy of the bid must be received by the purchaser before the opening of the bids as scheduled elsewhere in this EOI.
2. The Purchaser 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 purchaser and previously subject to the deadline will thereafter be subjected to the deadline as extended.
3. The bidder shall submit his bid offer against a set of bid documents provided to them through E-Mail for all or some of the systems/equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid .However not more than one Independent and complete offer shall be permitted from the bidder.
   1. **(d) LATE BIDS:**

The Bid shall not be accepted after the scheduled date and time of submission of the bids.

**2.6 (e) MODIFICATIONS AND WITHDRAWAL OF BIDS:**

1. The bidders may modify or withdraw his bid after submission prior to the deadline prescribed for submission of bids.
2. No bid may be modified subsequent to the deadline for submission of the bids.
3. No bid may be withdrawn in the interval between the deadline for submission of the bid and the expiry of period of bid validity specified by the bidder on the bid form

**2.7 PREFERENCE TO MAKE IN INDIA.**

Preference to make in India will be applicable as per (Ministry of Commerce and Industry/Department of Industrial Policy and promotion (Public Promotion Section) Notification,No-P-45021/2/2017-PP (BE-II) Dated: 15.06.2017 and amended on 28.05.2018/29.05.2019 and the revised Public Procurement order revised on 04.06.2020,Ministry of communication/Department of Telecommunications notification number 18-10/2017-IP Dt.29.08.2018 or any other relevant notification/Directions issued by Government of India.

**Verification of the Local Content:**

1. The “Class-1 Local Supplier” /”Class-II Local Supplier” at the time of Tender Bidding shall be required to indicate the percentage of the Local Content and provide self-Certification in format at Annexure-VIII, that the item offered meets the Local content requirement for Class-I Local Supplier/Class-II Local Supplier, as the case may be. They should also give the details of the location (s) at which the local value addition is made.

**(Signature of bidder)**

1. The Class-I Local Supplier/Class-II Local Supplier shall be required to provide the certificate from the statutory auditor or cost auditor in the company (in case of Companies) or from a practicing cost accountant or practicing chartered account (in respect of supplies other than companies) giving the percentage of local content.
2. Any other directions/orders/Guidelines issued by Government of India regarding the tendering and procurement Policies on the grounds of Defence of India and National Security of information and compliances should be complied.

#### 2.8 EVALUATION OF EOIS

(i) **Screening:** A Committee on the basis of Qualifying Criteria will undertake an initial screening of all the applications. The bidders, not meeting any of the qualifying requirement and other essential conditions such as earnest money, GST registration etc. mentioned in the EOI document will be summarily rejected. At this stage, the availability of requisite infrastructure facilities will be seen only from documents submitted.

(ii)**First stage Short-listing**: All the eligible applicants will then be evaluated on the basis of documents submitted by them and the evaluation criteria given in Annexure-II Part -1. The agencies will be ranked on the basis of marks obtained and top **nine** agencies scoring highest marks will be short listed for next round.

(iii) **Verification and evaluation of local office infrastructure:** The local office of the agencies in Delhi/Gurugram/NOIDA/Faridabad/Ghaziabad will be visited by a Committee to verify and evaluate the availability of infrastructure and convenience of operations. Those not meeting the minimum eligibility requirements of infrastructure will be rejected. Others will be evaluated and given score as per available infrastructure, space, environment & facilities in accordance with Annexure-II Part II (4). The number in this shortlist may become less than **nine** in case some agency is found to be not meeting minimum eligibility requirement.

1. **Second stage Short listing:** The **Nine** (or less) short listed agencies will be required to make a presentation on creatives for print media, understanding of MTNL’s operations, strategy, PR etc. & about themselves before a Committee set up by MTNL. Agencies may be given topics by MTNL to prepare and make a presentation. The parameters will be decided by a Committee.

The agencies proposed to be empanelled are those who are doing a good amount of business in the field of display advertising in print media. The Committee will evaluate and make a judgment about the relevant capabilities of the agencies considering presentations as also their financial standing/turnover and experience as relevant to desired advertising activities. Marks will be allocated as per the criteria given in Annexure-II Part-II. The above short listed agencies will then be ranked from top to bottom on the basis of highest marks as sum total of the marks for Annexure-II Part – I & Part – II. The top **three** agencies will then be finally short listed and empanelled.

After First stage Evaluation further evolution process (Physical verification and Presentation) will be on offline mode

1. **Performance guarantee:** Selected agency will be required to furnish a performance bank guarantee of Rs. **36,000 ( Thirty Six Thousand only )**

The MSEs(Micro & Small Enterprises) units/bidders registered with MSME/NSIC bodies shall be given exemption from payment of Bid Security deposit provided the tendered item is listed in the Registration Certificate of MSME/NSIC, subject to following:-

**(Signature of bidder)**

a) A proof regarding current registration for the tendered items will have to be attached alongwith the bid.

b) The enlistment certificate issued by MSME/NSIC bodies should be current & valid on the date of opening of bid.

The scanned copy of the bank guarantee for bid security and NSIC/MSME certificate shall be enclosed by the bidder in its bid and original copy of bank guarantee shall be submitted to DGM (A & MKTG.)EB, MTNL Delhi, Room No. 464, Kidwai Bhawan, Janpath, New Delhi – 110001, before scheduled date and time of opening of the bids.

1. **Distribution of quantum of work:** The quantum of work to be distributed amongst the **three** agencies will not be related to their quote or ranking. All the three selected agencies will be considered at par. MTNL reserves the right to distribute the work as per its convenience and requirements. It may distribute the work service segment wise or otherwise as it deems fit, which may be changed from time to time. MTNL may also vary the work based upon quality of work, creativity & responsiveness etc. of the agency.

(vii) The empanelled agencies will be required to give an undertaking that after empanelment they will not do any work in MTNL’s licensed areas of operations for telecom systems (i.e. Delhi & Mumbai circles including adjoining areas within MTNL’s licensed area) for the Telecom Operators who are MTNL’s competitors in any sphere of activity.

(viii) The empanelment will be on non-exclusive basis. MTNL Delhi reserves the right to decrease or increase the number of empanelled agencies at any point of time, before or during or after the currency of empanelment. It reserves the right to get any work or any part of the work mentioned in EOI from any other agency whether empanelled or not.

##### 2.9 CONCESSIONS TO SSI UNITS:

The guidelines issued by MSME (Ministry of Micro, Small & Medium Enterprise)/NSIC regarding concessions for Small Scale Industrial Units registered with NSIC under single point registration scheme were considered by the MTNL (Corporate Office) and it has been decided that these units may be allowed the following concessions

a. **Supply of Tender Document:** The tender document may be issued to eligible bidder free of cost. Before issue of such document free, the bidder should be asked to submit details of their registration with NISC for the tendered item along with their approved “Monitory Limit”. Their eligibility as per the terms and conditions of the tender in question should also be examined, and if they meet the conditions stipulated, they may be issued the documents free. If the value of procurement is more than their monitory limit, they are not entitled to free tender document.

b. **Exemption from payment of Bid security deposit:**

The SSI units registered with NSIC may be given exemption from payment of Bid Security to the extent of their approved „monetary limit‟. The bidders (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security up to the amount equal to their monetary limit. In case of bidders having monetary limit as “NO LIMIT”, “WITHOUT LIMIT” or „MORE THAN Rs. 50 LAKHS”, the exemption will be limited to Rs.50,00,000/- (Rupees Fifty Lakhs) only. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the bid.

**(Signature of bidder)**

The MSEs(Micro & Small Enterprises) units/bidders registered with MSME bodies shall be given exemption from payment of Bid Security deposit provided the tendered item is listed in the Registration Certificate of MSME, subject to following:-

**(i)** A proof regarding current registration for the tendered items will have to be attached along with the bid.

**(ii)** The enlistment certificate issued by MSME bodies should be current & valid on the date of opening of bid.

c. **Exemption from payment of Performance Security Deposit:** The SSI Units registered with NSIC may be given exemption from payment of Performance security Deposit for an amount upto their approved monitory limit for which the limit for which the unit is registered. If the monitory limit of a SSI unit is classified as “without Limit” by NSIC, then the maximum amount of monitory limit for which such SSI unit will be entitled to get advantage of concession admissible to it, shall be limited to 50 Lakhs only.

For small scale units to qualify for the concession mentioned above, the delivery schedule proposed in the tender is also to be examined. The unit should be asked to submit its monthly turn-over in support to its claims for meeting the delivery schedule duly certified by NSIC. This is required to ensure that MTNL is not put to disadvantage in allowing concessions to such units who do not have adequate financial capacity to perform the contract under the tender.

**(Signature of bidder)**

##### ANNEXURE-I

###### SCOPE OF WORK FOR EMPANELLED AGENCIES

The following will be the scope of work for empanelled agencies:

1. Creating and releasing of advertising material in print media for newspapers and magazines etc. and ensuring prominent coverage.
2. The agencies will also be required to design and prepare artwork including photography and language translation, copy writing, preparation of print ready files. for POP and other/materials like banners, brochures, posters, publicity leaflets, handbills, stickers, danglers, information tariff booklet designs, hoarding designs etc. This will be done free of cost.

3. Media planning, strategy formulation for campaign and advertising, getting best media deals and coverage, analyzing and feedback on advertisement impact and properly guiding MTNL on advertising vis-à-vis competitors strategies will be done free of cost.

4. In addition to above, MTNL may also use agencies for such works as arranging exhibition, making stalls, road show, production of print POP/materials etc. on extra payment on case by case basis.

**(Signature of bidder)**

**ANNEXURE-II**

## EVALUATION CRITERIA

### Part –I

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No** | **Parameter** | Maximum Marks | |
| 1 | 1. For meeting the qualifying criteria as per 2.3 on page no. 6 2. For every additional 1Crore turnover (overRs. 75 Lacs) during the previous two financial years. i.e. 2020-21 and 2021-22 put together, two mark each subject to a maximum of 20 marks.   c) For every additional 2 Cr. turnover (over Rs. 10.75 Cr.) during the previous two financial years**.** i.e. 2020-21 and 2021-22 put together, two marks each subject to a maximum of **10** marks. | 10  20  10 | 40 |
| 2 | For every additional experience of one year in the field of advertising beyond 5 years, i.e. the period prior to 01.04.2022 anywhere in India, two marks subject to a maximum of ten marks. | 10 | |
| 3 | For experience of advertising activities with Telecom Operators\* for 10 years prior to 01.04.2022, one mark for each year of experience for advertising for Licensed Telecom Operators**\*** in India including BSNL, MTNL, VSNL (and erstwhile DOT).  **(\***Telecom Operators/Licensed Telecom Operators means Major/Leading Telecom service provider for primarily basic/GSM/CDMA services in full or multiple Telecom circles**)** | 10 | |
|  | Total= | **60** | |

**Part –II**

The top nine scoring agencies out of the above mentioned 60 marks will be visited at their premises for infrastructure/establishment and further called for presentation. This Part-II process on offline mode

|  |  |  |
| --- | --- | --- |
| 4 | Existing local office in Delhi/Gurugram/Ghaziabad/Faridabad/NOIDA to be visited by a Committee for verification for minimum requirements of eligibility (Para vii Form-1) and evaluation of the establishment. | 10 |
| 5 | Evaluation of the capabilities and strength of the agency based upon Presentations– (Parameters to be judged-Creatives for print media, understanding of MTNL’s operations, Strategy, PR, agencies’ capabilities/achievements, capabilities to create advtg. strategies, conceptualization, designing; relevance of their financial standing/turnover, experience and capabilities for display advertisements & media handling etc. | 30 |
|  | Total | 100 |

**(Signature of bidder)**

ANNEXURE-III

ON RS. 120/- STAMP PAPER

# AGREEMENT

THIS AGREEMENT made on this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_, 2022, at Delhi between Mahanagar Telephone Nigam Limited Delhi having its Head Office at Eastern Court, Janpath, New Delhi-110050 (hereinafter referred to as “MTNL”) which expression shall include its successors and assigns on the first part and M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­­­­­­­ (hereinafter referred to as “Agency”) which expression shall include its successors and assigns on the second part.

WHEREAS MTNL intends to empanel Agencies for its Marketing and Publicity activities such as Conceptualization, design and release of advertisements in any print, electronic, outdoor media, 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 as one of its advertising agency for a period of two years from the date of signing the agreement, to undertake all such jobs as and when assigned by MTNL on the terms and conditions as set out in this agreement.

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

**1.** The Agency shall nominate the team, their name(s), address (es), and telephone nos. (Residence included) for better co-ordination.

**2.** The agency shall make available the complete contact address of its Directors and local heads to MTNL.

**3.** MTNL 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 the endeavour of MTNL to distribute jobs to the empanelled agencies yet the agency that makes the best presentation will be awarded the job. Hence, MTNL 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.** MTNL will not pay for the presentation. No charges will be paid for designing and preparing artwork including photography, language translation, copy writing, preparation of print ready files for pop and other materials like banners, brochures, posters, leaflets, handbills, stickers, danglers information tariff booklet designs, hoarding designs etc. and any expenditure associated with developing and releasing of an advertisement in print media. Media planning, strategy formulation for campaign and advertising, getting best media deals and coverage, analyzing and feedback on advertisement impact and properly guiding MTNL on advertising vis-à-vis competitors strategies will also be done free of cost.

**7.** Immediately after publication of the advertisement, the Tear sheets/ photographs/ telecast certificate/ agency certificate as applicable thereof should reach this office confirming the execution of work order issued by MTNL.

**8.** While submitting its media bills for payment to MTNL for jobs done, the agencies must ensure that they enclose the following documents for speedy clearance.

a. Pre receipted Agency Bill in triplicate

b. Publication/Media 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/TRPGRP analysis as applicable.

**(Signature of bidder)**

**9.** MTNL has the right to use the creative cleared for release for its own future purpose without any financial obligations towards the agency. MTNL may ask the agency to deposit one set of positives/Soft copy of Ad of such releases at no extra cost.

1. The agency shall be responsible for obtaining rights for the models/visuals used in MTNL Ads. The agency with this agreement indemnifies MTNL 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'. The Party of the second part shall not violate any of the provisions of Intellectual property laws pertaining to Patent Act, Copy right Act, and Royalty etc. Indemnity bond in this regard is executed and attached.

**11.** Agencies may submit the bills inclusive of agency commission due to the agency as soon as the campaigns are over. The billings should clearly state the applicable government taxes.

**12.** MTNL will strive to clear payments of bills submitted by agencies within 60 days of submission of the bills with all enclosures. In the event of any delay due to any reasons the Agency shall not be entitled to claim any interest on the said payment.

**13.** MTNL reserves the right to negotiate directly with the media for release of advertisement if the situation so demands.

**14.** MTNL reserves the right to give work to non-empanelled agency if the situation so demands.

**15.** No agency on the panel shall handle competing clients (Public Sector/Private Sector) who are in the same business as MTNL to avoid clash of interests and maintenance of secrecy.

**16.** The EOI will form of a part of the agreement. The party of the Second Part shall maintain a proper client’s ledger account in their Books of Accounts for the job work done by them on behalf of Mahanagar Telephone Nigam Limited, Delhi. Any Officer appointed by the Mahanagar Telephone Nigam Limited, Delhi shall be entitled to take inspection at any time of the said ledger account in the Books of Accounts maintained by the party of the Second Part to trace the payment thereof and, if situation warrant, inspect invoices in respect of the same to check that suppliers have been paid in full and that the relevant indirect taxes have been paid to the government. The party of the second part shall cooperate with the officer so authorized by the MTNL and provide access to the ledger account and relevant invoices. If any irregularities are noticed by the said Officer while taking such inspection, the party of the Second Part will not be entitled to the payment of the bills submitted by them to Mahanagar Telephone Nigam Limited, Delhi, until a satisfactory reply is given by the party of the Second Part to Mahanagar Telephone Nigam Limited, Delhi.

**17.** If the party of the Second Part shall become insolvent or in liquidation compounds with its creditors, the Mahanagar Telephone Nigam Limited, Delhi shall be entitled to terminate this agreement forthwith.

**18.** If, for any reason within the stipulated time, the party of the Second Part does not complete the assignment, then they said job work will be awarded by Mahanagar Telephone Nigam Limited, Delhi to another agency and the present Contract shall stand terminated without giving any further notice. In that event the expenses which may have been incurred by the party of the Second Part will not be reimbursed by the Mahanagar Telephone Nigam Limited, Delhi to them and that the party of the Second Part for the said reasons will not be entitled to invoke Arbitration Clause nor shall claim any amount of damages upon the said termination of the contract.

19. If the party of the Second Part fails to maintain the time schedule for completion of the work and/or if it is noticed by MTNL, Delhi that the work completed by the Party of the Second Part is not as per the approved

**(Signature of bidder)**

Standard of MTNL, Delhi, then the Party of the First Part, i.e. MTNL, Delhi shall be entitled to claim damages from the Party of the Second Part an amount equal to the cost of such work that was not completed. Where the cost of such work is possible to quantify the decision to quantify the damages shall be taken by the Executive Director, MTNL Delhi, which shall be final and binding on both the parties. If it is not possible to quantify the damages, it will be open for MTNL, Delhi to impose Penalty for the said sub-standard and/or delayed work carried out by the Party of the Second Part. Once again the decision to impose penalty shall be taken by the Executive Director, MTNL Delhi which shall be final and binding on both the parties.

20. Irrespective of whether the work has been done in Delhi or not, it will be deemed to be treated as the work has been done in Delhi for all purposes.

21. Modifications/additions/deletions in terms: Any changes in the terms andConditions contained herein shall have effect only prospectively, and shall be valid only if recorded in writing and signed by the authorized officers of the MTNL and the agency. MTNL reserves such rights of modifications, additions and or deletions to any of the terms and conditions in future.

22. Termination:

a. Termination in normal circumstances: 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.

1. Termination in the event of misconduct: The party of the first part has appointed the party of the second part as one of its advertising agency for a period of two years from the date of signing the

Agreement However there is no guaranty that the appointment as advertising agency given by the party of the first part will be continued till the expiry of the two years if there is anything that contravene or violates the clauses herein above or the services of the agency is not found satisfactory. In such an event MTNL reserves the right to terminate the agency after giving 48 hours’ notice in writing without assigning any reason whatsoever to the agency and the agency will have to agree to the decision of the party of the first part to be final & binding. The agency, in such event, is entitled only to the commission it has earned till the date of termination provided the act of the agency is neither harmful nor has the effect causing any damages to the brands of MTNL nor it has lead MTNL to business losses. If the act of the agency is proved to be harmful to the interest of MTNL or has the effect of damaging the reputation of any of the brands or the business of MTNL had suffered any loss on account of the conduct of the agency then and in that case the MTNL reserves the right to claim compensation which is equivalent to the amount of damages caused or the loss suffered. If the damages caused to the MTNL is not possible to quantify then the decision of the arbitrator in this regard shall be final.

**(Signature of bidder)**

**23. ARBITRATION, APPLICABLE LAW AND JURISDICTION:**

The parties shall endeavour to resolve any dispute under the Agreement through mutual discussions and negotiations. However, If, after thirty (30) days from the commencement of such negotiations, the efforts to resolve all or any of the disputes through negotiations fails, then, such disputes or differences, whatsoever arising

Between the parties in respect of this agreement shall be referred to Arbitration, unless the matter is time barred as per the Limitation Act, in accordance with the following provisions:

(a) Matters to be arbitrated upon shall be referred to the sole Arbitrator where the total value of claims does not exceed Rs 20 crores. Beyond the claim limit of Rs. 20 crores, there shall be three Arbitrators.

(b) For this purpose the Purchaser shall publish a Panel of Arbitrator, meeting the requirements of the Arbitration and Conciliation Act as amended from time to time, consisting of eminent persons having wide experience in Telecom, Telecom Finance, Civil and Electrical fields. This panel will be of serving or retired officers of Government Departments or of Public Sector Undertakings of the rank of Joint Secretary to Govt. of India or above.

(c) For the disputes to be decided by the sole Arbitrator, the party invoking the Arbitration Clause shall submit a list of three Arbitrators from the aforesaid panel along with the letter invoking the Arbitration. The other party shall convey its consent for one of the said Arbitrators from the said list within 15 days of receipt of such request. ED MTNL Delhi will appoint such person as sole arbitrator.

(d) For the disputes to be decided by a panel of three Arbitrators, the party invoking the arbitration clause shall submit a one name from the aforesaid panel, as its Nominee, along with the letter invoking the arbitration. The other Party shall convey the name of its nominee from the aforesaid Panel to the party invoking the Arbitration, within 15 days of receipt of such request. Both the nominated Arbitrators shall nominate a third Arbitrator from the aforesaid panel, who shall act as the presiding Arbitrator. The appointment order of the sole arbitrator/Panel of three Arbitrators will be issued by EDDelhi/Mumbai/CMD/MTNL or any other officer on his behalf. In case office of ED Delhi/Mumbai/CMD MTNL becomes non-existent due to restructuring or any other reason whatsoever, the officer who shall looks after the work of ED Delhi/Mumbai/CMD shall issue the appointment order.

(e) Payment terms for Arbitration fees and transport allowances will be as per the MTNL guidelines. Other arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act 1996, as amended from time to time, and the rules made there under shall be applicable. The Arbitration proceedings shall be held in Delhi only.

(f) In the event of such an Arbitrator (s) to whom the matter is originally referred, being vacating his office or neglecting his work or being unable to act for any reason whatsoever, the new Arbitrator(s) shall be appointed after following the procedure as enumerated hereinabove. The Person(s) so appointed shall beentitled to proceed from the stage at which it was left out by his predecessors.

(g) No person other than the Empanelled Arbitrator of MTNL shall be appointed as an Arbitrator to adjudicate the dispute.

**(Signature of bidder)**

(h) The arbitration proceeding shall be in English language.

(i) The law of land as promulgated/modified/amended or replaced from time to time shall govern this agreement. The agreement shall be subject to exclusive jurisdiction of courts at New Delhi/Mumbai.

(j) No person other than the Empanelled Arbitrators of MTNL shall be appointed as an Arbitrator to adjudicate the dispute. In all agreements/contracts to be entered into by MTNL with any other Central PSU or CentralGovernment Department/Organization in respect of any of the matter pertaining to any of the sections/units of MTNL including Civil/Electrical, if there is to be an Arbitration Agreement then suchArbitration agreement shall be an agreement to refer the dispute to the Permanent Machinery ofArbitration in the aegis of the Ministry of DPE, Government of India. The draft agreement to this effect will be as follows:

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial contract(s) between central public enterprise (CPSE’s) /Port trusts

Inter-say and also between CPSE’s and Government departments /organizations (ExcludingDisputes concerning railways’, Income Tax, Custom and excise departments), such dispute orDifference shall be taken up by either party for resolution through AMRCD as mentioned inDPEOM No-4(1/2013-DPE(CM)/FTS-1835 dated: 22.05.2019.”

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MTNL AGENCY through its**

**Authorized**

**Representative**

**WITNESSES:**

**(Signature of bidder)**

ANNEXURE- IV

# PERFORMANCE SECURITY GUARANTEE BOND

1. In consideration of the Executive Director, Mahanagar Telephone Nigam Limited, Delhi (hereinafter called ‘**MTNL**’) having agreed to exempt \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [hereinafter called the said ‘**Contractor/ Agency**’] 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 fulfilment by the said Contractor/Agency 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/Agency) do hereby undertake to pay to the MTNL an amount not exceeding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by MTNL by reason of any breach by the said Contractor/Agency 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 MTNL by reason of breach by the said contractor/agency of any of the terms or conditions contained in the said Agreement or by reason of the contractor/agency 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 MTNL 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. We undertake to pay to the MTNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/agency(s) in any sit 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/agency shall have no claim against us for making such payment.

**(Signature of bidder)**

4. We (name of the bank) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the MTNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Office/Department) MTNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor/ agency 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.

1. We (name of the bank) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ further agree with the MTNL that the MTNL 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 MTNL 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/Agency or for any forbearance, act or omission on the part of the MTNL or any indulgence by the MTNL 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)/agency(s).

**(Signature of bidder)**

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

Dated the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of

For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Indicate the name of bank)

**(Signature of bidder)**

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**Annexure- V**

**GENERAL INSTRUCTIONS TO BIDDERS**

1. **EOI Security (EMD):**
   1. The bidder shall furnish, as part of his EOI, EOI security (EMD) for amount of Rs. 24,000 (Twenty Four Thousands only).
   2. The security (EMD) is required to protect the MTNL’s interests against the risk of bidder’s conduct, which would warrant forfeiture of the EOI security.
   3. Earnest Money Deposit (EOI Security): EMD of Rs. 24,000 as mentioned in EOI in the form of Bank Guarantee.
   4. Amount or amounts payable, if any, to the bidder or the EOI security furnished by the bidder in respect of an earlier EOI, shall not be adjustable against this EOI.
   5. The amount deposited, as EMD shall carry no interest during the entire period it remains with MTNL Delhi.
   6. The EOI security of the unsuccessful bidders(s) shall be refunded only after the successful completion of process & finalization of EOI. To expedite refund bidders may enclose a pre-receipt with the EOI.
   7. The EOI security of the successful bidder(s) will be returned upon the bidders accepting of the LOI & on furnishing the performance Guarantee/Security deposit (S.D)

1.8 The EOI security shall be forfeited:

1. if the bidder withdraws his EOI during the period of EOI validity ; or
2. In the case of a successful bidder, if the bidder fails to sign the contract and /or fails to furnish performance guarantee (S.D.) in accordance to the relevant clauses of the documents(s).

1.9 An EOI not secured in accordance to Para 1.1 and 1.3 shall be summarily rejected as a non-responsive EOI at the bid opening stage and returned to the bidder unopened.

1. **Signing of EOI:**
   1. Applicant of EOI will be required to produce attested certificate of registration issued by registrar of firm in favour of his authority to sign on behalf of firm.
   2. Individuals signing the EOI or the other connected with the contract shall indicate their full name below their signatures & should be stamped.

A person signing the EOI form or any documents forming the part of the contract on behalf of another person shall be deemed to be having authority to sign the documents. If however, found to be otherwise the MTNL Delhi, without prejudice to other civil & criminal remedies, cancel the contract at the risk & cost of such person & hold him liable for all costs & damages arising from the cancellation of the contract including any loss which the MTNL Delhi may suffer on account of execution of contract/intended contract.

* 1. All pages of original EOI, except for un-amended printed literature, shall be signed by the person or the persons signing the EOI.
  2. The EOI shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections are to be made, the entry should be clearly scored out by a single line and encircled and fresh entry should be made. All such corrections should be authenticated under the full signature of the person signing the EOI. Any EOI, which does not comply with this requirement, shall be rejected. All conditional or incomplete EOIs will be rejected.

The EOI form should be filled legibly in Black ink in English only.

**(Signature of bidder)**

**3. SUBMISION OF BIDS:**

1. Sealed Bids must be submitted by the bidders not later than 17.00 hrs. on due date and hard copy of the bid must be received by the purchaser before the opening of the bids as scheduled elsewhere in this EOI

1. The Purchaser 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 purchaser and previously subject to the deadline will thereafter be subjected to the deadline as extended.
2. The bidder shall submit his bid offer against a set of bid documents provided to them through E-Mail for all or some of the systems/equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid .However not more than one Independent and complete offer shall be permitted from the bidder.
3. **LATE BIDS:**

The Bid shall not be accepted after the scheduled date and time of submission of the bids.

1. **MODIFICATIONS AND WITHDRAWAL OF BIDS:**

5.1 The bidders may modify or withdraw his bid after submission prior to the deadline prescribed for submission of bids.

* 1. No bid may be modified subsequent to the deadline for submission of the bids.
  2. No bid may be withdrawn in the interval between the deadline for submission of the bid and the expiry of period of bid validity specified by the bidder on the bid form.

1. **EOI Opening:**

6.1 The EOIs shall be opened on date and time as specified under EOI in the presence of such bidder(s) or their representatives who may be present. The bidder(s) or the authorized representative(s) who are present shall sign an attendance register. The authorized representative(s) of the bidder(s) shall submit letter(s) of authority before they are allowed to sign the attendance register and participate in the EOI opening.

* 1. For any bidder, not more than two (2) persons shall be allowed to attend the EOI opening.
  2. The bidder’s name, EOI prices, modification etc. & any other details as the MTNL may consider appropriate at his discretion will be announced at the time of opening to all the bidders.

**7. MTNL’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

MTNL 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 to contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidders or bidder on the grounds of the Purchaser’s action.

**8. Protective Clause:**

The MTNL reserves the right to disqualify such bidders, who have not met the contractual obligations against earlier contracts entered into with the MTNL or barred/black listed by MTNL.

**9. Influencing the Evaluation of EOIs & Award of Contract:**

No bidder shall attempt to influence the MTNL on any matter relating to the EOI. Any attempt to influence the MTNL in the evaluation and comparison of the EOI(s) and in award of the contract, shall result in summary rejection of the EOI(s) of such bidder(s).

**10. Letter of Acceptance LOA/ Letter of Intent (LOI):**

10.1 Before the expiry of the validity of EOI, the MTNL shall notify the successful bidder in writing and through e-mail, about the acceptance of the successful EOI(s).

**(Signature of bidder)**

10.2 The bidder shall, within 14 days from the date of receipt of communication, convey his acceptance & shall also furnish performance security/ Security Deposit in conformity with the EOI documents.

10.3 Failure to comply with the requirement as above shall constitute sufficient ground for the annulment of the acceptance of the EOI and forfeiture of the EOI security, in which event, the MTNL shall be free to place orders on any other bidder(s) or call for fresh EOIs.

10.4 The EOI security of the successful bidder(s) shall be discharged only after the performance security (S/D) is furnished by such bidder(s).

10.5 The contractor /agency may be debarred from participating in the present EOI and all the future tenders/EOIs of MTNL in the event of:

1. Failure of successful Applicant of EOI to pay the security deposit & or enter into the prescribed agreement, for any earlier Tender/ present EOI of MTNL, Delhi.
2. Breach of any terms & conditions of any contract with MTNL, Delhi.

**11. Right to Cancel the Contract:**

(a) The MTNL shall have the right to cancel the contract wholly or in part in the event he is obliged to do soon account of any decline, diminution, curtailment or stoppage of the work(s), by giving three months’ notice.

(b)The MTNL shall have the right to cancel the contract & forfeit S/D if subsequently it is found that the approved contractor is a “Member of Family” of an Employee working in MTNL.

(c) The bidder who is a “member of family” of an employee working in MTNL working is not eligible to EOI for this EOI. “Members of family” in relation to an employee working in MTNL includes –

The wife or husband, as the case may be,of employee working in MTNL, whether residing with the Government Servant or not but does not include a wife or husband, as the case may be, separated from the Government Servant by decree or order of a competent court;

Son or daughter or stepson or stepdaughter of employee working in MTNL & wholly dependent on him, but does not include a child or step child who is no longer in any way dependent on the employee working in MTNL or of whose custody employee working in MTNL has been deprived of under any law;

Any other person related, whether by blood or marriage, to employee working in MTNL or to employee’s wife or husband & wholly dependent on employee working in MTNL.

(d) It is binding on every bidder to give declaration along with the EOI in the prescribed proforma as per Annexure – VI.

**12Agreements:**

Every successful bidder shall also execute an agreement with the MTNL i.e. MTNL Delhi on a non-judicial stamp paper of Rs. 120/- as per the proforma at Annexure – III (The cost of stamp paper to be borne by applicant of EOI). Senior Manager (Mktg.), MTNL, Delhi, shall sign the contract on behalf of ED, MTNL Delhi & he shall represent MTNL, Delhi with reference to contract

**(Signature of bidder)**

**13. Force Majeure:**

If at any time, during the currency of this contract, the performance, in whole or in part, of any obligation(s) by either party under this contract

shall be prevented or delayed by reason(s) of war, hostility, acts of the public enemy, civil disturbance, sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strikes, lockout or act of God (Herein after referred to as events), provided notice of happenings, of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason(s) 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(s) may come to an end or cease to exist and the decision of the MTNL 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(s) under the contract is prevented or delayed by reason(s) of any such event for a period exceeding 60 days, either party may, at its discretion terminate the contract. The decision of MTNL Delhi as to whether an event justifies invocation of force majeure shall be final & conclusive.

Provided also that if the contract is terminated under this clause, the MTNL shall be at liberty to take over from the agency, at a prices to be fixed by the MTNL, & which shall be final, all the unused, undamaged & acceptable goods, bought out components & stores in course of manufacture in the possession of the agency at the time of such termination or such portion(s) thereof as the MTNL may deem fit excepting such materials bought out components and stores as the agency may with the concurrence of the MTNL elect to retain.

**14 Terminations for Default.**

1. The MTNL by a written notice of 14 days, of default, may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in part as the case may be;
2. If the agency fails to deliver any or all of the goods/services within the time period(s) specified in the contract, or any extension thereof granted by the MTNL.
3. If the agency fails to perform any other obligation(s) under the contract; and
4. If the agency, does not remedy his failure(s) within a period of specified by MTNL, after the receipt of the default notice.
5. In the event of the termination of the contract in whole or in part, MTNL Delhi may procure from open market, upon such terms and in such manner as it deems appropriate, services/goods similar to those undelivered & the agency shall be liable for payment of such excess cost for such similar goods. The agency shall, however, continue to perform the contract to the extent not terminated.
6. On the happening of any of the above circumstances, the MTNL, without prejudice to its other rights under the law of the contract, may purchase the balance quantity of the goods / services at the risk & cost

of agency & book to him for the payment thereof & shall also claim a set-off of any dues payable under the contract to the agency against his dues under the contract or any previous contract.

**(Signature of bidder)**

**15. Terminations for Insolvency:**

The MTNL may at any time terminate the contract by a written notice to agency, without compensation, if the agency becomes bankrupt or otherwise insolvent as declared by competent court, provided that such termination shall not prejudice or affect any right of action or remedy which had accrued or will accrue thereafter to the MTNL.

**16. Dispute Resolutions/Arbitration**

The parties shall endeavour to resolve any dispute under the Agreement through mutual discussions and negotiations. However, If, after thirty (30) days from the commencement of such negotiations, the efforts to resolve all or any of the disputes through negotiations fails, then, such disputes or differences, whatsoever arising between the parties in respect of this agreement shall be referred to Arbitration, unless the matter is time barred as per the Limitation Act, in accordance with the following provisions:

(a). Matters to be arbitrated upon shall be referred to the sole Arbitrator where the total value of claims does not exceed Rs 20 crores. Beyond the claim limit of Rs. 20 crores, there shall be three Arbitrators.

(b). For this purpose the Purchaser shall publish a Panel of Arbitrator, meeting the requirements of the Arbitration and Conciliation Act as amended from time to time, consisting of eminent persons having wide experience in Telecom, Telecom Finance, Civil and Electrical fields. This panel will be of serving or retired officers of Government Departments or of Public Sector Undertakings of the rank of Joint Secretary to Govt. of India or above.

(c). For the disputes to be decided by the sole Arbitrator, the party invoking the Arbitration Clause shall submit a list of three Arbitrators from the aforesaid panel along with the letter invoking the Arbitration. The other party shall convey its consent for one of the said Arbitrators from the said list within 15 days of receipt of such request. ED MTNL Delhi will appoint such person as sole arbitrator.

(d). For the disputes to be decided by a panel of three Arbitrators, the party invoking the arbitration clause shall submit a one name from the aforesaid panel, as its Nominee, along with the letter invoking the arbitration. The other Party shall convey the name of its nominee from the aforesaid Panel to the party invoking the Arbitration, within 15 days of receipt of such request. Both the nominated Arbitrators shall nominate a third Arbitrator from the aforesaid panel, who shall act as the presiding Arbitrator. The appointment order of the sole arbitrator/Panel of three Arbitrators will be issued by EDDelhi/Mumbai/CMD/MTNL or any other officer on his behalf. In case office of ED Delhi/Mumbai/CMD MTNL becomes non-existent due to restructuring or any other reason whatsoever, the officer who shall looks after the work of ED Delhi/Mumbai/CMD shall issue the appointment order.

(e). Payment terms for Arbitration fees and transport allowances will be as per the MTNL guidelines. Other arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act 1996, as amended from time to time, and the rules made there under shall be applicable. The Arbitration proceedings shall be held in Delhi only.

**(Signature of bidder)**

(f). In the event of such an Arbitrator (s) to whom the matter is originally referred, being vacating his office or neglecting his work or being unable to act for any reason whatsoever, the new Arbitrator(s) shall be appointed after following the procedure as enumerated hereinabove. The Person(s) so appointed shall beentitled to proceed from the stage at which it was left out by his predecessors.

(g). No person other than the Empanelled Arbitrator of MTNL shall be appointed as an Arbitrator to adjudicate the dispute.

(h). The arbitration proceeding shall be in English language.

(i). The law of land as promulgated/modified/amended or replaced from time to time shall govern this agreement. The agreement shall be subject to exclusive jurisdiction of courts at New Delhi/Mumbai.

(j). No person other than the Empanelled Arbitrators of MTNL shall be appointed as an Arbitrator to adjudicate the dispute. In all agreements/contracts to be entered into by MTNL with any other Central PSU or CentralGovernment Department/Organization in respect of any of the matter pertaining to any of the sections/units of MTNL including Civil/Electrical, if there is to be an Arbitration Agreement then such Arbitration agreement shall be an agreement to refer the dispute to the Permanent Machinery of Arbitration in the aegis of the Ministry of DPE, Government of India. The draft agreement to this effect will be as follows:

“In the event of any dispute or difference relating to the interpretation and application of the Provisions of the commercial contract(s) between central public Enterprise (CPSE’s) /Port trusts

Inter-say and also between CPSE’s and Government departments /organizations (Excluding Disputes concerning railways’, Income Tax, Custom and excise departments), such dispute or Difference shall be taken up by either party for resolution through AMRCD as mentioned inDPEOM No-4(1/2013-DPE(CM)/FTS-1835 dated: 22.05.2019.”

**17. Subject Laws:**

The purchase order/ work order (in terms of the proforma attached & to be adopted Mutates Mutants) shall, when issued to the successful bidder, constitute the part of contract. The Contract shall be governed by Indian Laws and the Courts at Delhi will have jurisdiction to entertain any dispute or claim arising on the contract

**18. Set Off:**

Any sum of money due & payable to the agency (including security deposit refundable to him) under this contract may be appropriated by MTNL & set off the same against any claim of the MTNL arising out of this contract or under any contract made by the contractor with the MTNL.

**19. Performance Security (Security Deposit):**

19.1 The agency, within 14 days of the receipt of the Letter of Intent (LOI), shall furnish performance security for an amount of Rs. 36,000/- unless stated otherwise in LOI.

19.2 The proceeds of the performance security shall be payable to the MTNL as compensation for any loss resulting from the agency’s failure to complete its obligations under the contract.

**(Signature of bidder)**

19.3 The performance security shall be in the form of an original Demand Draft/ Bank Guarantee issued by a Schedule/Nationalized Bank. For Bank Guarantee same format as show in ANNEXURE-IV can be used.

19.4 The performance security shall be discharged by the MTNL 6 months after completion of the agency’s performance obligations, including warranty obligations, if any, under the contract.

**20.** In case of breach of any EOI condition, delay or non-performance of work or supplies of poor quality of work or material, MTNL, Delhi may take all or any of the following actions:

1. Forfeiture of EMD,
2. Forfeiture of SD,
3. Cancellation of contract,
4. Barring in participation of all future EOIs of MTNL, Delhi for a period of 3 years or more.

**21.** Applicant of EOI is solely responsible for fulfilment of their entire statutory requirements and obligations and liabilities thereon, if any, like – labour Act, ESI, EPF, MWA, GSTetc. (i.e. no liability to MTNL)

**NOTE: This EOI is only for those agencies that has necessary infrastructure such as machine/s, manpower, experience for the work for which this EOI is floated.**

DGM (A &Mktg.)

**MTNL, DELHI.**

**(Signature of bidder)**

###### ANNEXURE - VI

Performa for declaration by applicant of EOI

I/we hereby solemnly affirm & declare to the best of my knowledge & belief that I am not a “Member of Family” of an Employee working in MTNL. I also declare that, if later on it is found that I am a “Member of family” of an Employee working in MTNL my EOI shall be terminated with immediate effect, as & when this fact comes to the knowledge of MTNL Delhi.

Signature & seal of applicant of EOI

Name & full Address of the applicant of EOI

………………………………………

………………………………………

……………………………………….

………………………………………..

……………………………………….

**Witnesses**

Signature

Name & Address

2. Signature

Name & Address

(If required may be retyped)

**(Signature of bidder)**

**ANNEXURE-VII**

**EOI FORM**

From:

……………………………………………

……………………………………………

……………………………………………

……………………………………………

To,

The General Manager (EB& Mktg.)

MTNL Delhi,

Room No 451, KidwaiBhawan,

Janpath,

New Delhi 110001.

No. Dated the

Sub: EOI for

With reference to your EOI No.Mktg./MTNL/ND/Empanelment of ad agencies/2022-23, calling for EOI on the above subject. I have read & understood the EOI document thoroughly & agree to all the terms & conditions. I / We hereby offer my / our EOI as per documents submitted & conditions as mentioned in the EOI document.

Should this EOI be accepted either fully, I / We hereby agree to abide by and fulfil all the terms and conditions of the contract hereafter as applicable, or in default thereof forfeit to and pay to the MTNL, Delhi, or his successors in office, the sum of money mentioned in the said conditions without prejudice.

The sum of Rs. (In words Rupees

) is deposited in form of bank guarantee towards Earnest money and BG No Dated is enclosed. I / we also agree to pay Security Deposit as and when called for within 7 days.

If, I / We fail to carry out the work according to the specification given in the schedule, the entire money (Earnest and security deposit) may be forfeited without prejudice to any other right or remedies of the MTNL, Delhi, or his successors in the office.

Yours faithfully

Place

Date

Signature

Name, Address and company’s seal

Witness

Name

Address.

(If required may be retyped)

**(Signature of bidder)**

**ANNEXURE-VIII**

**Format for self-certification regarding local Content (LC) for Telecom product, Services or works.**

**Date:**

…………………..S/o, D/o,W/o--------------------------Resident of -----------------------------do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications. Government of India issued vide notification No………………………………………………………….……..dated………………………..…..

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant record before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom product/services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom product/services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms. Based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and I will be liable as under clause 9 (f) of public procurement (Preference to Make in India) order 2017 and other latest Orders.

I agree to maintain all information regarding my claim for LC in the Company’s record for a period of 2 years and shall make this available for verification to any statutory authorities.

1. Name and details of the Local supplier(Registered Office, Manufacturing unit location nature of Legal entity)
2. Date on which this certification is issued
3. Telecom product/services/Works for which the certificate is produced
4. Procuring agency to whom the certificate is furnished
5. Percentage of LC claimed
6. Name and contact details of the unit of the manufacturer
7. Sale price of the product
8. Ex-Factory price of the product
9. Freight insurance and handling
10. Total Bill of material
11. List and total cost value of inputs used for manufacture of the Telecom product/services/Works
12. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.
13. List and cost of inputs which are imported, directly or indirectly

For and on behalf of ---------------------------( Name of firm/entity)

Authorized signatory (To be duly authorizes by the board of Directors)

**(Signature of bidder)**

**ANNEXURE-IX**

**BID SECURITY FORM**

Whereas.................................. (hereinafter called “the Bidder”) has submitted its bid dated............for the supply of ........................ vide Tender No…………………… dated............ KNOW ALL MEN by these presents that WE....................... OF....................having our registered office at .................(hereinafter called “the Bank”) are bound unto MAHANAGAR TELEPHONE NIGAM LIMITED (hereinafter called “the Purchaser”) in the sum of Rs.................... for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or

2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity

(a) Fails or refuses to execute the Contract, if required; or

(b) Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

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

This guarantee will remain in force as specified in clauses 12 and 28.2 of section II of the Bid Document up to and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

**Signature of the Bank Authority. Name & signature of witness**

**Name**

**Signed in Capacity of Address of witness**

**Full Address of Branch**

**Tel No. of Branch**

**Fax No. of Branch**

**(Signature of bidder)**

**FORM-1**

# PARTICULARS FOR EMPANELMENT OF ADVERTISING AGENCIES

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

(i) Name of the Advertising Agency

Type of Company/ Agency:

1. Proprietorship
2. Partnership
3. Public Limited

(ii) Address of Office – in Delhi

Tel. Nos.

Fax No.

E – mail

(iii) Full address of the head office/other offices (All over India – pl. enclose list)

Tel. Nos.

Fax No.

E – mail

(iv) Name of the contact person

(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 MAHANAGAR TELEPHONE NIGAM LIMITED recently or in the past, if so, please attaches copy of appointment of empanelment.

## (vii) INFRASTRUCTURE FACILITY REQUIRED WITH THE AGENCY FOR

## ELIGIBILITY IN LOCAL OFFICE (i.e. within Delhi, Gurugram, Faridabad, Ghaziabad & NOIDA)

(a) Number of persons working (Minimum 20 staff)

(b) Number of art directors/ creative directors (minimum one)

(c) Number of account executives (Minimum 5)

(d) Number of creative team members (Minimum 5)

(e) Number of media experts (Minimum 3)

(f) Number of computers (Minimum of 10 PCs)

(g) Congenial office space, environment and location. The office should be within Delhi, Gurugram, Faridabad, Ghaziabad or NOIDA.

**(Signature of bidder)**

FORM-1 Contd…

(viii) EMD Guarantee bond Yes/No

a If yes: BG No.

b. If No: Company wants exemption under NSIC/MSME guidelines.

c. If yes attached documents as per NSIC/MSME guidelines.

(ix) Why do you think that you are suitable for empanelment with MTNL?

(in 300 words)

(x) Authority/Power of Attorney in the name of authorized person who will sign the documents in the proforma enclosed as Form-3.

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.

**(Signature of bidder)**

FORM-2

**QUALIFYING REQUIREMENTS FOR EMPANELMENT**

**OF ADVERTISING AGENCIES**

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

Turnover of minimum Rs. 1 Crore(Rupees One Crore) in last three financial years and total turnover of last two consecutive financial years i.e. 2020-21 & 2021-22 with a minimum of Rs.75 Lac. as per Income Tax Return filed. (Attach attested Xerox copy of ITRs)

**1. Turn over Details.**

|  |  |  |  |
| --- | --- | --- | --- |
| **S. No.** | **Turn Over** | **Total Turnovers. In Cr.** | **Page no. at which ITR Attached** |
| (a) | **2019-20** |  |  |
| (b) | **2020-21** |  |  |
| (c) | **2021-22** |  |  |

(Attach Audited Balance Sheets, P&L Statement and Income Statement field of the bidder for financial year 2018-2019 onwards till 2019-20 duly certified by CA)

Media-wise billing for following years (certified by C.A)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **S. No.** |  | **Print** | **Electronic** | **Outdoor** | **PR activities** |
| (a) | **2019-20** |  |  |  |  |
| (b) | **2020-21** |  |  |  |  |
| (c) | **2021-22** |  |  |  |  |

**2.** Total Experience in the field of advertising agency activity \_\_\_\_ years prior to 01.04.2022 and Experience of advertising activities with Telecom Operators for 10 years prior to 01.04.2022 \_\_\_\_ years. (Attach Proof) Please give details as below:

**3. (A) General Experience (Including experience with Telecom Operator):**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **S.No.** | **Name of Client** | **Type of Experience** | | | **Period** | | **No. of years** | **Experience certificate placed at** | **Remarks, if any** |
| **Display Ad in Print** | **Display ad in Out door** | **NIT/ Public Notice** | **From** | **To** |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

**(B) Experience with Telecom Operator:**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **S.No.** | **Name of Client** | **Type of Experience** | | | **Period** | | **No. of years** | **Experience certificate placed at** | **Remarks, if any** |
| **Display Ad in Print** | **Display ad in Out door** | **NIT/ Public Notice** | **From** | **To** |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

**(Signature of bidder)**

**FORM-2 Cont…**

**(C) Experience with PSUs:**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **S.No.** | **Name of Client** | **Type of Experience** | | | **Period** | | **No. of years** | **Experience certificate placed at** | **Remarks, if any** |
| **Display Ad in Print** | **Display ad in Out door** | **NIT/ Public Notice** | **From** | **To** |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

4. Accreditation with INS, Doordarshan and AIR

(a) Details of continuous & regular accreditation with INS for the last three years (attach proof).

(b) Latest INS accreditation as on the date of applying letter from INS (attach proof).

(c) Proof of Doordarshan& AIR accreditation, wherever applicable.

5. Details of serviced/serving any Govt./PSU/Registered Companies having annual turnover of minimum Rs. 100 crores each.(Attach proof)

6. GSTRegn. No. (Copy of GST registration and copies of other relevant documents should be submitted as proof).

7. Copy of Partnership Deed/certificate of incorporation/registration.

8. Audited Balance Sheets, P&L Statement and Income Statement field of the bidder for financial year 2019-20 onwards till 2021-22 duly certified by CA.

9. EPF Number and Number of employees covered under EPF. (Attach proof)

10. PAN of the agency

11. Certificate for the payment of GST

12. EMD of Rs.24,000/- (Twenty Four Thousands only).

**Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Full Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Designation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Authorized Representative)

**(Signature of bidder)**

##### Form-3

**LETTER OF AUTHORISATION FOR ATTENDING EOI OPENING**

**(IN THE OFFICE OF DGM (A &Mktg.)**

**ROOM NO. 466, KIDWAI BHAWAN, JANPATH, NEW DELHI-110001**

**BEFORE DATE OF EOI OPENING)**

## SUBJECT: AUTHORISATION FOR ATTENDING EOI OPENING ON

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

Order Preference Name Specimen Signature

I.

II.

Alternate

Representative

**Signature of bidder**

# Or

**Officer authorized to Sign. The bid documents**

**On behalf of the bidder**

Note:

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 representative are not able to attend.

2. Permission for entry to hall where bids are opened may be refused in case

Authorization as prescribed above is not received.

**(Signature of bidder)**

**Form-4**

EOI No. Mktg./MTNL/ND/Empanelment of ad agencies/2022-23

I……………………………….son of/wife of Shri…………………and proprietor/Director/partner/Authorized Signatory of M/S ……….....

……………………………do hereby solemnly affirm and declare as under:

(1) That I am the sole proprietor/Director/partner/Authorized Signatory of M/S ……….................................................................

(2) That I state & declare that the above firm M/s……………….

…………………….. is not debarred and/or blacklisted by MTNL on the date of opening the EOI.

In case the above declaration is found to be incorrect or wrong, the contract, if awarded to the firm, shall be terminated immediately and the firm shall be liable to black listed/debarred for future works/contract with MTNL. Any such action shall however be without prejudice to MTNL’s right under the law.

The above declarations are given in accordance with the EOI conditions.

(Authorizes Signatory)

(Name of the signatory along with seal)

**Note:-**The signatory should not affect any variation in the text of declaration. Declaration in any other form shall not be acceptable and render the bidder for disqualification of the EOI.

**(Signature of bidder)**

**Form-5**

**M. No. E-5**

**ELECTRONIC CLEARANCE SERVICE (CREDIT CLEARANCE)**

**(MODEL MANADATE FORM)**

**(INVESTOR/CUSTOMER’S OOPTION TO RECEIVE PAYMENT THROUGH CREDIT CLEARING MECHANISM)**

**(Scheme name and periodicity of payment)**

* + - 1. **INVESTOR/CUSTOMER’S NAME:-**
      2. **PARTICULARS OF BANK ACCOUNT**
         1. **BANK NAME**
         2. **BRANCH NAME**

**Address**

**Telephone**

**C. 9-DIGIT CODE NUMBER OF THE**

**BANK & BRANCH**

**(Appearing on the MICR Cheque issued**

**by the bank)**

**D. ACCOUNT TYPE**

**(S.B. Account/Current Account or**

**Cash Credit with Code 10/1/13)**

**E. LEDGER No./LEDGER FOLIO No.**

**F. ACCOUNT NUMBER**

**(As appearing on the Cheque Book)**

**G. PAN NUMBER**

**H. RTGS NUMBER**

**(In lieu of the bank certified to be obtained as under, please attach a blank cancelled cheque, or photocopy of a cheque or front page of your saving bank pass book issued by your bank for verification of the above particulars)**

**3. DATE OF EFFECT**

**I hereby declare the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the User institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.**

**Date: (Signature of the Investor/Customer)**

**Certified that the particulars furnished above are correct as per our records.**

**(Signature of the Authorised**

**Official from the Bank)**

**(Signature of bidder)**

**Notes**