

To

(All the Interested and Prospective bidders)

SUB: NOTICE INVITING TENDER (E-Tender)FOR“EMPANELMENT OF NEWS PAPER ADVERTISING AGENCY” through GeM Portal

Dear Sir/ Madam,

Online quotations are invited from parties having experience of similar jobs for “**EMPANELMENT OF NEWS PAPER ADVERTISING AGENCY**” for recruitment, tender, admission, event publicity etc. related advertisements on local / national level newspapers through GeM Portal.

The Contract shall be valid for a period of **TWO YEAR**, from the date of Lol and may be extended further up to a period of one-year subject to satisfactory performance, on the same rates, terms and conditions.

Tender Document can also be down loaded from NFL’s website www.nationalfertilizers.com& the cost of tender document of Rs.500/- shall be transferred through digital means directly to NFL’s bank account (**SBI A/c No.10107898395, IFSC: SBIN0003867**) along with intimation of the banks transfer reference number before the scheduled date and time of opening of Techno-commercial Bid.

Earnest Money Deposit (EMD) of **Rs.25000/- (Rupees Twenty Five Thousand Only)**can be transferred through digital means directly to NFL’s bank account (**SBI A/c No.10107898395, IFSC: SBIN0003867**) along with intimation of the banks transfer reference number before the scheduled date and time of opening of Techno-commercial Bid.Tenderers are advised not to make any corrections, additions or alterations in the downloaded tender document. In case, any corrections, additions or alterations in the downloaded tender document are made, such tender shall summarily be rejected.

Any tender received without Tender Fee/ Earnest Money in the form as specified in tender document shall not be considered and shall be summarily rejected.

Schedule of tender: All the Bids received shall be opened through GeM portal on the scheduled date and time mentioned as under:-

Date and time of submission of tender	Up to 03.00 PM on .05.2024
Date and time for opening of Technical & Commercial Bid	From 03.30 PM onwards on .05.2024 in following sequence: i) Tender Fee/ Earnest Money Deposit (EMD) ii) Technical and Commercial Bid
Date and time for opening of Price Bid	Will be Open on GeM Portal after technical suitability of the tenderers/parties

NFL reserves the right to cancel the tender before submission / opening of tenders, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reasons thereof. This Tender as issued is non-transferable.

For detailed terms and conditions, refer to the Tender Document or NFL’s website “www.nationalfertilizers.com.” In future, any Corrigendum relating to this tender shall be displayed on our website and GeM Portal.

(तेजिंदर सिंह)
आंचलिक प्रबंधक

ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria.

A proof in support of the following criterion by the Bidder shall be submitted along with Techno-commercial Bid:

1. The Registered Office or one of the Branch Offices of the bidder should be located in Bhopal. In support of above, documentary evidence, in the form of self-attested copy of Registration Certificate under M.P State Shops & Establishments Act, as applicable, must be submitted.
2. The Agency should have the Indian Newspaper Society accreditation for the last 3 years. Registration certificate copy to be enclosed with technical bid.
3. The average annual financial turnover during the last three financial years should be at least **Rs.6.00 Lac.** In support of above, documentary evidence, in the form of self-attested copies (duly stamped) of Audited Balance Sheet / Profit & Loss Account / Turnover Certificate (duly certified by Chartered Accountant) for the last three financial years (F.Y) must be submitted.
4. Earnest Money Deposit (EMD) of **Rs.25000/- (Rupees Twenty Five Thousand Only)** can be transferred through digital means directly to NFL's bank account (**SBI A/c No.10107898395, IFSC: SBIN0003867**) along with intimation of the banks transfer reference number before the scheduled date and time of opening of Techno-commercial Bid.
5. **Legally Valid Entity:** The Bidder shall necessarily be a legally valid entity, such as, Limited Company or a Private Limited Company registered under the Companies Act, 1956 or the Companies Act, 2013, Partnership Firm or Limited Liability Partnership Firm or Proprietorship Firm. In support of above, documentary evidence, in the form of self-attested copy (duly stamped) of Certificate of Incorporation/ Partnership Deed issued by the respective Registrar of Firms / Companies must be submitted. In case of Proprietorship Firm, self-declaration or self-certificate supported by PAN in the name of the Proprietor would suffice.
6. Apart from above, the bidder must have the following registration certificates. In support thereof, self-attested copies of the following documents (duly stamped) should be submitted:
 - a. Permanent Account Number allotted by Income Tax Department,
 - b. G.S.T. Registration Certificate,
 - c. Registration certificate of Indian Newspaper Society accreditation
7. **Returns:** The Bidder should also have filed the required returns pertaining to Income Tax, Service Tax & G.S.T. with the concerned Department(s) / Authority (ies). In support of above, documentary evidence, in the form of self-attested copies (duly stamped) of Returns for the last three F.Ys filed with the concerned Department(s) / Authority(ies) must be submitted.
8. **Experience:** The Bidder should have experience in the similar field in the Government Departments/ Public Sector (Central or State)/ Private Limited Companies for the **last seven years as on the date of issue of tender.**

Experience of having successfully completed similar works during last seven years ending last day of month previous to the one in which applications are invited, should be either of the following:

- a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost (inclusive of GST). OR
- b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost (inclusive of GST). OR
- c. One similar completed work costing not less than the amount equal to 80% of the estimated cost (inclusive of GST).

In support of above, documentary evidence, in the form of self-attested copies (duly stamped) of Experience Certificate(s) or Completion Certificate(s) along with corresponding Work Order(s) for the completed work/ongoing work issued by the Government Departments/PSUs/Pvt. Ltd. Companies must be submitted.

(Tejinder Singh)
Zonal Manager

Sign.of Tenderer
with Seal of Firm

INSTRUCTIONS TO THE TENDERERS, BEFORE SUBMITTING THEIR TENDERS

The tenderers are advised to go through the following terms and conditions very carefully:

1. Tenderers may visit the office on any working day to collect all information that will be necessary for preparing the Tender and entering into a Contract for the services to be rendered.
2. Submission of a Tender by a Tenderer implies that he has read the NIT and Instructions and all other Contract Documents and has made himself aware of the scope and specifications of the works to be performed, local conditions and other factors having a bearing on the execution of the works under the Contract.
3. The tender document shall remain the property of NFL and if obtained by one intending tenderer, shall not be utilizable by another without the consent of NFL.
4. **Mode of submission of Tenders:** The Tenderers are required to submit their Tenders / Bids in two bid system.
5. **Earnest Money Deposit (EMD):**
 - a) Earnest Money Deposit (EMD) of **Rs.25000/- (Rupees Twenty Five Thousand Only)** should be transferred through digital means directly to NFL's bank account (SBIA/c No.10107898395, IFSC: SBIN0003867) along with intimation of the banks transfer UTR number.
 - b) Earnest Money shall be refunded to the unsuccessful Tenderers after finalization of the contract. Earnest Money of successful Tenderer will be converted into Security Deposit. No interest will be payable on the Earnest Money Deposit.
 - c) EMD of the successful tenderer shall be forfeited if the successful tenderer fails to commence work within seven (7) days of handing over of the job at site / letter of acceptance in this behalf from NFL or such extended period as may be permitted by the Officer-in-charge for the purpose.
6. **Security Deposit (SD):**The security deposit is 5% of the contract value. After adjusting the EMD, the balance amount will be deducted @5% of running account bills till total security deposit becomes 5% of the contract value. Security Deposit will be refunded to the Contractor after successful completion of the contract period. No interest will be payable on the Security Deposit.
7. The Tenderer should quote rate(s) in figures as well as in words. All rates shall be quoted in the prescribed proforma. In case of difference of rates in figures and words, the rates quoted in words shall prevail. The amount of each item shall be worked out and the requisite totals should be given. Special care should be taken to write rates in figures and words only. The total amount shall be written both in figures and in words. In case some discrepancies are found between the rates given in words & figures of the amount shown in the tender, the following procedure shall be followed:
 - a) When there is difference between the rates in figures & words, the rate, which corresponds to the amount worked out in words by the tenderer, shall be taken as correct.
 - b) When rate quoted by the tenderer in figures & words tallies but the amount is incorrect, the Unit rate quoted by the tenderer shall be taken as correct.
 - c) When it is not possible to ascertain the correct rate in the numbers prescribed above the rate quoted in words shall be adopted.
8. The bidder shall quote the discounted price or after discount price considering the estimated value of the work of Rs 20 lakh and shall quote the discounted price or after discount price in financial bid duly deducting the discount offered for newspaper on prevalent rates, so that maximum discount offered by the bidder will stand L-1 bidder on GeM.
For subsequent billing process this discount will be converted into percentage term. The bidders have to provide discount on all bills accordingly.

Let us explain it below in the tabular form with example:-

S.No	Party Name	Total Estimated Contract Value in Rupees	DISCOUNTED or AFTER DISCOUNT PRICE IN RUPEES TO BE FILLED BY BIDDER ON GEM PORTAL	DISCOUNT Value in Rupees (to be calculated by us)	Percentage %(to be calculated by us)	STATUS
01.	Bidder A	Rs 20 Lakh	18 LAKH	Rs 2 Lakh	10%	L-3
02.	Bidder B	Rs 20 Lakh	17 LAKH	Rs 3 Lakh	15%	L-2
03.	Bidder C	Rs 20 Lakh	16 LAKH	Rs. 4 Lakh	20%	L-1

In the above table it can be seen that Bidder C who quoted 16 lakh as discounted price or after discount price on Total estimated work value of Rs 20 Lakh gets L-1 STATUS, as discount value comes Rs 4 lakh which is highest among all the three bidders.

(Total Estimated Contract Value in Rupees - Discounted price in Rupees filled by bidder on gem portal = Discount Value in Rupees)

Percentage discount = (Discount offered in Rupees/Total Contract Value) x 100

9. The Tender for the works shall not be witnessed by a Contractor or Contractors who himself / themselves has / have tendered for the same works. Failure to observe this condition shall render the Tenders of the Contractor tendering as well as of those witnessing the Tender liable to rejection.
10. Tenders, which do not fulfill all or any of the conditions laid-down in Tender Document or stipulate additional conditions, shall be liable to be rejected.
11. NFL do not bind themselves to accept the lowest or any tender or to give any reasons for their decision.
12. NFL reserves to themselves the right of accepting the whole or any part of the tender and the Tenderer shall be bound to perform the same at his quoted rates. If he fails to do so, earnest money will be forfeited.
13. Applicable G.S.T. shall be paid extra. All other taxes and levies in respect of this contract shall be payable by the Contractor and NFL will not entertain any claim, whatsoever, in this respect. Tenderer shall quote all prices, including all liabilities. In the event of non-payment / default in payment of statutory obligations on the part of the Contractor, NFL reserves the right to withhold the amount payable to the Contractor and make payment to the concerned authorities or to the labourers as may be applicable.
14. Tenderers must give their postal address as well as their residential address and telephone / fax / mobile number(s). Tender will be rejected if the Tenderers cannot be contacted after reasonable search and the Earnest Money Deposit will be forfeited by NFL.
15. The Tenderer shall sign on every page of the Tender Document in token of acceptance of NFL's conditions and for the purpose of identification.
16. Tender shall be forwarded under cover of a letter typewritten on the Tenderer's letterhead and duly signed and stamped by the Tenderer himself or duly authorized Principal of the Tenderer. No oral, telegraphic or telephonic Tenders or modification thereto shall be considered.
17. Tenders containing erasers and alterations of the Tender Document are liable to be rejected unless these are authenticated by the person signing the Tender Document.
18. When the Tender submitted is not in the name of an individual, the Tender shall disclose the nature, constitution and registration of the Tendering Firm and shall be signed by a person or persons duly authorized by the Firm by means of a legal document / Power of Attorney, a duly certified / notarized copy of the same shall be attached with the Tender.

19. At the stipulated time of opening of the Tender Document, Techno Commercial Bid shall be opened first. Techno Commercial Bid of those Tenderers shall be opened who have submitted the stipulated EMD. The offers from those Tenderers who fail to deposit requisite EMD and / or who are unable to unconditionally accept NFL's Tender conditions will be liable to be rejected summarily and the Price Bid of such Tenderers shall not be opened.
20. Once the Tenderer has given an unconditional acceptance to NFL's Tender conditions in its entirety, he / she is not permitted to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in the Tender, failing which NFL shall, without prejudice to any other right or remedy, be at its liberty to forfeit the EMD absolutely.
21. Tenderers who have deposited the requisite EMD and unconditionally accept NFL's Tender conditions shall be considered for the present work and Price Bid for the present work from such Tenderers only shall be opened.
22. In case the condition 20 mentioned above is found to have been violated after opening Price Bid, the Tender shall be summarily rejected and NFL shall, without prejudice to any other right or remedy, be at its liberty to forfeit the EMD absolutely.

(Tejinder Singh)
Zonal Manager

Sign.of Tenderer
with Seal of Firm

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. **Contract Sum:** The term 'Contract Sum' means:
 - a. This is an Item Rate Contract.
 - b. The cost of work will be arrived at after multiplication of the quantities shown in the Schedule of Quantities and Rates by the Item Rates quoted and agreed by the Contractor for the various items, in case of Item Rate Contract.
2. **Job:** The term 'Job' means the works specified in the 'Scope of Work'.
3. **NFL** shall mean National Fertilizers Limited with its Registered Office at SCOPE Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi - 110 003, Corporate Office at A-11, Sector-24, Noida - 201 301, UP and its Zonal Office at A/A-2, Office Complex, Gautam Nagar, Bhopal-462023.
4. **Contractor** shall mean the Individual or firm or company, whether incorporated or not, undertaking the works & shall include the legal personal representative of such individual or persons composing such firm or company or the Successors of such individual/ firm/ company & the permitted assignee(s) of such individual/ firm/ company.
5. **Officer-in-charge** shall mean the Officer designated by NFL who shall supervise and be in-charge of the work and issue necessary instructions at site on behalf of NFL.
6. Tenderer shall clearly indicate rates in figures and words. In case of difference of rates in figures and words, the rates quoted in words will be treated as final.
7. Tenderers shall strictly conform to the scope of work; specifications; schedule of quantities and rates; general terms and conditions of the contract, if any; and any other matter contained in the Tender Document issued by NFL.
8. The bidders should check for any omission or incompleteness in the Tender Form. If the Tender Form is not so filled-in and completed, the bidder shall request NFL to have this done before he completed and delivered his bid.
9. In case of breach of any terms and conditions attached to the contract, the Security Deposit of the Contractor will be liable to be forfeited by NFL besides termination of the contract.
10. **Fraud and Corruption:** The Tenderers, Bidders, Contractors should observe the highest standard of ethics during procurement and execution of Contracts. NFL will reject a proposal for award of Contract if it determines that the Tenderer or the Contractor, recommended for award of Contract, has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practice in competing for the Contract in question.
11. **Termination:** Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of NFL under the Contract or otherwise including right of NFL for compensation for delay, the Officer-in-charge may without prejudice to his rights against Contractor in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the Contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion of the Contract has or has not elapsed, by intimation, in writing, absolutely determine the Contract.
 - 11.1 Default or failure by the Contractor of any of the obligations under the Contract including, but not limited to, the following shall be the basis of taking action under the Clause of the Contract:
 - a. Failure to provide at each job site sufficient labour, material, equipment, machinery, temporary work and facilities required for the proper and / or due execution of the work or any part thereof.
 - b. Failure to execute the work or any of them in accordance with the Contract.

- c. Disobedience of any order or instructions of the Officer-in-charge.
- d. Negligence in carrying out the works or if the performance is found to be unsatisfactory by the Officer-in-charge.
- e. Abandonment of the works or any part thereof.
- f. Failure to execute the Contract in terms of the Work Order issued by NFL within seven (7) days of notice in this behalf from NFL.
- g. If the Contractor is incapable of carrying out the work.
- h. If the Contractor or any of his employee(s) commits misconduct in any manner.
- i. If the Contractor or any person employed by him makes or offers to pay to employee(s) of NFL, for any purpose connected with the Contract, any gift, gratitude, royalty, commission, gratification or other inducement(s), whether monetary or in any other form.
- j. If the Contractor has any relation in the Company, but he has concealed the fact(s) and has not furnished the relevant information(s).
- k. If NFL determines that the Tenderer or the Contractor, recommended for award of Contract, has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practice in competing for the Contract in question.
- l. If the contractor shall assign or attempt to assign his interest or any part thereof in the contract to any other party.

11.2 In case of occurrence of any of the above incidents mentioned at Para 11.1(a) to 11.1(l), the Security Deposit of the Contractor shall be forfeited. Further, NFL reserves the right to award the contract to any other selected Tenderer(s) or get the jobs, left by the Contractor, done from any other agencies at the risk and cost of the Contractor. The excess expenditure incurred on this account plus 25% extra as administrative cost, will be recovered by NFL from the Security Deposit or pending bill(s) of the Contractor or by raising a separate claim.

11.3 The Contract shall also be liable to be terminated in case of:

- a) Any change in the constitution of the Contractor (if a Firm) or circumstances or organization of the Contractor, which is detrimental to the interests of NFL.
- b) Dissolution of the Contractor (If a Firm) or commencement of liquidation or winding up (whether voluntary or compulsory) of the Contractor (If a Company) or appointment of a Receiver or Manager of any of the Contractor's assets or insolvency of the Contractor (if a Sole Proprietorship Firm) or insolvency of any partner(s) of the Contractor (if a Partnership Firm).
- c) Distress, execution or other legal process being levied on or upon any of the Contractor's goods and / or assets.
- d) Death of Contractor (if an individual).
- e) The decision of the Officer-in-charge as to whether any of the events / contingencies mentioned in aforesaid Clauses entitling NFL to terminate the Contract has occurred, shall be final and binding upon the Contractor and shall be non-obligation. The reason for the termination stated in the notice of termination shall be final and binding upon the Contractor and shall not be arbitrable.

12. NFL reserves the right to terminate the contract without assigning any reason by serving one month's notice, in writing.

13. **Submission of Bill:** A bill in duplicate along with the necessary enclosures shall be submitted by the Contractor each month on or before the date fixed by the Officer-in-charge for all works executed in the previous months and the Officer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim as far as admissible be adjusted. Payment of the running bill shall be released after satisfactory completion of the job for the work actually done within 30 days of the submission of the bill by the contractor.

14. **Payment:**

- (a) Payment against the running account bills shall be released to the contractor after verification of the bill by the Officer-in-charge and checking of the bill by Accounts Deptt. within 30 days from the date

of submission of the bill complete in all respects by the contractor. The payment against running bills shall be made after deducting all applicable statutory levies.

- (b) NFL shall not entertain any claim from the contractor, if the payment gets delayed due to sorting out of the discrepancies, if any, in the bill.
- (c) Contractor will receive payment through NEFT/ RTGS only. For this option, contractor may submit his bank particulars. All bank charges will be to contractor's account.

15. **Penalty:** Penalty shall be applicable / imposed as per Clause No.11 of the Scope of Work.

16. **Income Tax:** Income Tax shall be deducted from the bill(s) of the Contractor as per Income Tax Act, 1961. PAN No. may be submitted by the Tenderer.

17. **Payment of Taxes and Duties:**

- (a) Applicable GST for the work under the present Contract shall be payable extra as per Govt. rules. Liability of NFL shall be restricted to the amount of GST only and any interest / penalty etc. shall be to the contractor's account. GST Registration No. is to be provided by the Tenderer.
- (b) TDS under GST shall be deducted from bill(s) of contractor as per relevant CGST/SGST/IGST/UTGST Act, 2017.
- (c) The contractor will be responsible for the payment wherever applicable at his own cost all taxes, turnover tax, toll tax, sales tax, royalty, cess levy and any other tax or duty which may be specified by Local / State / Central Govt. from time to time for the execution of this work.
- (d) In the event of any tax or a statutory levy being imposed concerning the contract, after the contract has been entered into, the liability for the same shall be borne by NFL.

18. **Firmness of Rates:**

- (a) **Bid Validity:** The rate quoted by the tenderer must be firm and valid for a minimum period of 120 days (One hundred and twenty days) from the due date of opening of Tender. The Tender once accepted cannot be withdrawn and in the event of such withdrawal and / or non-execution of work / job, the Earnest Money Deposit shall stand forfeited without any intimation. No escalation on the rates quoted and accepted during the Contract period will be allowed.
- (b) However, the Officer-in-charge, by notice, in writing, will be at liberty to cancel his order to carry out such items of work and arrange to carry it out in such a manner, as he may consider advisable. But under no circumstances, the Contractor shall suspend the work on the plea of non-settlement of rates of items falling under this Clause.
- (c) The rates specified in the tender shall include all type of taxes, levies, duties, royalties, etc. in pursuance of the contract, trade or business; wages and statutory contributions / obligations in respect of labour deployed by the contractor; and profit, cost of transportation, insurance, overheads, etc. as may have to be incurred by the contractor for getting the necessary material / reproductive material at site and nothing beyond quoted / agreed rates shall be payable to the contractor on any account. The rates shall remain firm and no variation shall be allowed on any account during the period of the contract.

19. **Indemnity:**

- (a) The Contractor shall at all times indemnify NFL against all claims, damages, losses or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Shops and Establishments Act or any modification thereof or any other law relating thereto and rules made thereunder from time to time or otherwise of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in the employment of the Contractor or not. NFL will not own any responsibility in this regard. In every case in which by virtue of provision of the ESI Act, 1948 or any other Law for the time being in force, NFL is obliged to pay compensation to any person whether employed by the

contractor (for execution of the work) or not, NFL will recover the amount of the compensation so paid from the Contractor's bill(s) / Security Deposit.

- (b) While carrying out the jobs the Contractor shall ensure that utmost care is taken by his staff that property of NFL is not damaged. Loss or damage of any material or property either through theft or negligence or otherwise due to Contractor's personnel shall be recoverable / made good by him at his own cost. He shall indemnify NFL against all losses and damages due to its employees engaged at site. NFL reserves the right to claim adequate, suitable and commensurate compensation from the contractor on account of any damage caused to any plant and equipment of NFL due to any act of omission / commission / negligence on the part of the Contractor during the execution of the contract.
 - (c) The contractor shall indemnify and legally protect NFL and / or its employees against all claims, actions, proceedings, demands, costs and expenses, causes of action or suits arising out of or incidental to and / or consequent upon the services provided by the contractor under the contract or due to the failure of the contractor in the performance of his obligation under the terms of the contract.
 - (d) The personnel employed by the Contractor will be the employees of the Contractor only and shall be the sole responsibility and liability of the Contractor. All expenses in connection with their employment shall be borne by the Contractor. The Contractor shall also provide at his cost all applicable statutory benefits, to the persons employed by him and NFL will not have any liability whatsoever on this account. NFL will have the right to ask for documentary evidence in this regard.
 - (e) NFL shall not bear any responsibility or liability whatsoever concerning the Contractor's employees and will not be responsible for wages and dues payable to the employees of the Contractor. The employees of Contractor will not raise any dispute with NFL in respect of wages / terms and conditions of employment / service conditions and shall not put any claim for employment with NFL. The contractor shall indemnify and legally protect NFL and / or its employees against all claims, actions, proceedings, demands, costs and expenses, causes of action or suits arising out of or incidental to and / or consequent upon the services provided by the contractor under the contract or due to the failure of the contractor in the performance of his obligation under the terms of the contract.
 - (f) The Contractor shall be fully responsible for theft, burglary, fire or any other mischievous deeds done by his worker(s). The Company shall have the right to require him to pay the cost for such missing / damaged materials / property and he shall make good, without any demur or objection, on receipt of a written demand from the Company or shall be recovered from his bill(s) / Security Deposit.
20. **Works to be carried out under the direction of Officer-in-charge:** All works shall be executed subject to the approval in all respect of the Officer-in-charge who shall be entitled to direct at what point or points and in what manner these are to be commenced and carried out from time to time.
21. **Agreement:** The successful bidder would be required to enter into an Agreement with National Fertilizers Limited on non-judicial stamp paper of **Rs.500/-** cost of which is to be borne by him. Till such time formal agreement is entered into between the Contractor and NFL, the communication from NFL conveying acceptance of the Tender of the bidder, shall be treated as the Agreement for the purpose of operation of contract.
22. **Notices:** Any notice, request or consent sought pursuant to the Tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Contractor to whom the communication is addressed, or when sent by speed post, telex, telegram, facsimile, courier or electronic mail to the Contractor.
23. **Delisting:** In case, the contractor repeatedly fails to perform, causes abnormal delays, supplies sub-standard material, fails to attend to complaints and improve performance within a reasonable time, the party shall be delisted from the approved list / list of pre-qualified parties for a period of two years.

24. **Blacklisting:** In case a party is found guilty of bribery, corruption, dishonesty, mal-practice, submission of forged documents, misrepresentation, fails to refund the amount due to the company, fails to return the balance material issued for execution of the jobs, backs out and does not accept work order, such party(ies) shall be blacklisted.
25. **Arbitration:**
- (a) Except where otherwise provided in the contract, all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction; meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract be referred to Designated Unit Head/ Executive Director, National Fertilizers Limited for appointment of Arbitrator.
 - (b) The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any further statutory modification or re-enactment thereof and the rules made there under.
 - (c) If the arbitrator to whom matter is referred, vacates his / her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage, he may deem fit.
 - (d) It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes / differences arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate SBI MCLR Rate (One Year) as applicable to NFL on the date of award of contract.
 - (e) The seat of Arbitration shall be at Bhopal.
26. **Jurisdiction:** Notwithstanding the place where the work under this contract is to be executed, it is mutually understood and agreed by and between the parties hereto that the contract shall be deemed to have been entered into between the parties concerned in Bhopal and the Courts of Law in Bhopal alone shall have the jurisdiction over all matter concerning this contract.
27. **Force Majeure:** Neither party will be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract, where such failure is caused due to war, rebellion, mutiny, civil commotion, fire, riots, earthquake, drought, flood crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities, provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force majeure condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure, the party invoking force majeure will inform the other party of the period for which the force majeure condition continued and will also give documentary evidence thereof this effect.
28. If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with intent to hamper or delay the tendering process or resorts to canvassing / rigging / influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of two years.
29. The tenderer shall quote the price strictly as per the proforma enclosed for schedule of prices. Parties should quote one rate for specific quantity quoted by them. Tenders with quotation of different rate for different quantities shall be rejected without any further reference.
30. NFL will have the right to issue addendum to Tender Document to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.
31. In case, due to some unforeseen circumstances, the date of receiving / opening of the tender happen to be a holiday / closed day, the tender will be received and opened on the next working day.
32. NFL reserves the right to postpone the tender opening date and / or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.

33. One person will be allowed to represent only one tenderer during discussions/negotiations with NFL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.
34. Bidders may ensure that Tender Document / offer has been signed by appropriate / authorized representative of the Company. Withdrawal of offer /non-acceptance of orders placed based on offers submitted by bidders on their letter head will not be allowed on the grounds that offer was not signed by authorized person.
35. The prospective Tenderers having any common Partners / Directors / Managing Partners etc. or having any other common criteria shall be considered as Sister / Group / Associate Company. In such cases, only one of them will be eligible for participating in the tender.
36. It shall be certified by the tenderer that none of the NFL employee is related to owners / directors. (In case any relative is working in NFL, furnish details separately). It shall also be certified by the tenderer that none of NFL's ex-employee is employed with them. (In case any ex-employee of NFL is employed, furnish details separately). It shall be certified by the tenderer that none of blood relation of the owners / directors is participating in this tender in the name of other firm. NFL shall have option to reject the Tender on this ground.
37. No condition or deviation should be mentioned by the tenderer in Price bid. Offers where party has mentioned any condition or deviation in Price bid shall be liable to be ignored without any further reference.
38. NFL reserves the right to accept or reject any quotation in full or in part without assigning any reason thereof. NFL also reserves the right to split and place order on more than one tenderers.
39. Quotations must be legible, clear and free from overwriting / erasures. The tenderer should sign on all cuttings / over writings. Incomplete quotations are liable to be summarily rejected.
40. The exemption from furnishing Bidding Document Fee and Bid Security/EMD shall continue to be available to the MSE Bidders.
41. **Provisions relating to MSMED Act / Make in India:**
 - A. Provisions of Public Procurement (Preference to make in India) order 2017 notified vide Order No. P-45021/2/2017 BE-II dated 15th June 2017 of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall be applicable.
 - A.1 Bidders seeking benefits under purchase preference to make in India (linked with local content) shall have to comply with the provisions specified under the public procurement (preference to Make in India) order 2017. The salient features of which are as under:
 - A) Minimum local content: The minimum local content shall ordinarily be 50%.
 - B) Margin of Purchase Preference: The margin of purchase preference shall be 20%.
 - A.2 In case of procurement for a value up to Rs.10 crore the local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content of 50% and shall give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs. 10 crore, the local supplier shall be required to provide a certificate from Statutory Auditor or Cost Auditor of the Company (in the case of Company) or from practicing Cost Accountant or Practicing Chartered Accountant (in respect of Supplier's other than Company) giving the percentage of local content.
 - A.3 A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for purchase preference under this Order for procurement by any other procuring entity for the duration of the debarment.

A self-certificate to the effect that the bidder has not been debarred by any procuring entity from violation of this order should be enclosed along with techno-commercial bid.
 - B. In case of participation of MSEs and Make in India (local content) Vendor against the same tender, MSE vendor will be given preference to match with L-1 bidder as per Public Procurement Policy. MSE

Vendor will be evaluated with 15% purchase preference and local content vendor will be evaluated with 20% purchase preference.

- C. NFL reserve the right to relax the norms on prior experience & turnover for startups(recognized by DIPP)/Micro & Small Enterprises(MSEs) in Public Procurement subject to their meeting of quality and technical specifications.

To avail such relaxation, party shall have to submit the relevant certificate issued by concerned authority.

- D. In case a bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference –linked with local content) policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once exercised cannot be modified subsequently.

D.1 Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

D.2 In case a MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefits available to MSE Bidders under PPP-2012. However, the exemption from furnishing Bidding Document fee and Bid security /EMD shall continue to be available to MSE Bidders.

(Tejinder Singh)
Zonal Manager

Sign.of Tenderer
with Seal of Firm

SCOPE OF WORK

1. Advertising agency shall release the advertisement in print media or any other media as decided by NFL.
2. The raw data/ material/ information shall be provided by NFL and agencies would be asked to prepare the creative/ artwork. Advertising agency shall undertake designing, type-setting, translation of material from one language to any other (English / Any Indian Language) art work preparation of block and matrix as well as art pulls required for release of advertisement (in Colour or B&W) will be free of cost/ without any charges payable by NFL, irrespective of size of advertisement, or number of newspapers to which classified/ display advertisement is to be released as per the quotation approved by the NFL. This will also include correction(s) during the process of finalization to publication of advisement.
3. The agency shall ensure that in all tender advertisements released in newspapers/ publications, optimum utilization of space is made with no wastage of space and the advertisement is cost effective;
4. The agency will assist NFL in advertising it on methods and media of advertising, preparation of drawings and block.
5. The Agency shall provide the service on 24-hour basis and it shall accept request for advertisements even at a short notice and arrange to publish the same on the specified dates.
6. Release of the advertisement by the advertising agency shall be after approval of advertisement design/artwork only on the dates and in the newspaper(s), category and position communicated by the NFL.
7. In case the text matter or portion of the text matter for advertisement is not clear, the agency shall obtain clarification(s) from the NFL authority to ensure publication of correct text manner on the specified date without any delay.
8. Exchange of requirement and information shall be done through email and other electronics/digital means of communication, in exceptional situation contracting agency official may be invited at the NFL.
9. The Advertisement Agency will also assist in releasing the Press release(s) issued by the Company in local dailies/ national newspapers of all languages as per NFL requirement without any charges.
10. In case of any error in publication as compared to Advertisement's text given by us, they shall arrange for publication of corrigendum at their own cost.
11. In case of delay in publishing the advertisement beyond 24 hours' time. The firm is liable to pay @Rs. 1000/- per day per advertisement up to a maximum one week. Non execution of order beyond one week shall be liable to termination of the contract.
12. The contracting agency/firm/company shall not be allowed to transfer, assign, pledge or sub-contract its responsibilities, rights and liabilities under this contract to any other agency/firm/company without prior written consent of NFL.
13. The contracting agency/firm/company shall abide by the rules and regulations of State / Central Government authorities particularly applicable to the business and shall have requisite licenses, sanctions, registration, accreditation which should be valid during the tenure of contract.
14. The Contractor shall be required to commence the execution of works within seven (7) days of issue of Letter of Intent, if the date of commencement of work is not specified in the Letter of Intent.

Sign.of Tenderer
with Seal of Firm

(Tejinder Singh)
Zonal Manager

ACCEPTANCE LETTER

**To,
Zonal Manager,
National Fertilizers Limited,
Bhopal, M.P.**

Dear Sir,

I/we have read and examined the following documents relating to rate contract for the work of **“EMPANELMENT OF NEWS PAPER ADVERTISING AGENCY”**:

- a. Tender document.
- b. Instructions to the Tenderers.
- c. General Terms & Conditions of the Contract.
- d. Scope of Work.
- e. Schedule of Quantities& Rates.

Should this Tender be accepted, I / We hereby agree to abide by and fulfill all Terms and Conditions and Provisions of the aforesaid Documents.

I / We hereby submit my / our Tender for execution of the works referred to in the aforesaid Documents on the terms and conditions referred to therein and in accordance with, in all respects, the specifications, designs and other relevant details, at the rates quoted and within the period(s) of completion as stipulated.

I / We agree to keep the Tender valid / open for acceptance for a period of 120 days (One Hundred and Twenty Days) from the due date of opening of Tenders. I / We shall not vary / alter or revoke my / our Bid during the validity period of the Tender.

I / We agree to accept split order on more than one tenderer or empanel more tenderers.

I / We agree to provide services on 24 hours basis and publish the advertisements within the stipulated time period as desired by office-in-charge, with at least one-month credit facility

The contents of the tender document including Tender Document and Instructions to Tenders also, have been noted wherein it is clarified that after unconditionally accepting the tender condition in its entirety, it is not permissible to put any remark(s)/condition(s) in the Price Bid and the same has been followed in the present case. In case, this provision of the tender is found violated after opening of Price Bid, I/we agree that the tender shall be summarily rejected and NFL shall, without prejudice to any other right or remedy be at liberty to forfeit the EMD absolutely.

A sum of **Rs.25,000/- (Rupees Twenty Five Thousand Only)** is hereby forwarded in the form of electronic transaction with UTR No. _____ & Date _____ Bank _____ towards EMD to keep the Tender open as aforesaid and / or not to make any modification in the terms and conditions of the Tender, which are not acceptable to NFL. I / We agree that NFL shall, without prejudice to any other right or remedy, be at liberty to forfeit the said EMD absolutely if I / we fail to comply with the terms, conditions and provisions of the Tender document.

If after the Tender is accepted, I / We fail to commence the execution of the works as provided for in the Terms and Conditions of the Contract, I / We agree that NFL shall, without prejudice to any of their rights or remedies, be at liberty to forfeit the said Earnest Money absolutely.

Sign. of Witness:

Name of Witness:

Date:

Address:

Telephone/Fax/Mobile No.: _____

Seal/Stamp

Signature

In the capacity of

Date:

Duly authorized to sign the Tender on behalf of

Address:

Telephone/Fax/Mobile No.: _____

Seal/Stamp

DECLARATION

1. I / We have quoted the rates (discount) in Price bid exactly in the prescribed format and no deviation or any remarks have been written on the face of it and no other papers are enclosed in it. Further, I / We have signed and affixed seal of my firm, in original, on all the pages of the Price bid.
2. I / We undertake for compliance of statutory laws and regulations as applicable from time to time.
3. I / We declare as under:
 - a) That no other Firm / Sister concern / Associate belonging to the same group is participating / submitting this tender.
 - b) That I / we, my / our Associates, Sister concerns, etc. have not been black-listed by any Institutional Agency / Government Department / Public Sector Undertaking in the last two years.
 - c) That in case of concealment of any fact, if detected later on, I / We will be debarred from all future dealings with NFL.
4. I / We certify as follows:
 - a. I / We have not been banned or de-listed by any Government / Financial Institution / Court / Public Sector Undertaking / Co-operatives.
 - b. I / We have inspected the site of work and understood the jobs to be carried out.
 - c. None of my / our close / distant relative(s) are working in National Fertilizers Limited (NFL)

OR

My / Our following close / distant relative(s) are working in National Fertilizers Limited (NFL):

S.No.	Name (S/Shri)	Designation	Department
1.			
2.			
3.			

Signature of Tenderer

Name:

Designation:

With seal of the Firm

Date:

TENDERER PROFILE

S.No.	Type of Firm	Particulars
A.	NAME & ADDRESS:	
1.	Name of the Tendering Company / Firm / Tenderer	
2.	Full Address	
3.	Telephone / Mobile No.	
4.	Website details, if any	
5.	Email Address	
6.	Name of the Owner / Partners / Directors	
7.	Status (whether Limited Company, Sole Proprietorship or Partnership Firm)	(Please attach documentary evidence)
8.	Trained Manpower (Give Area of Specialization)	
a)	Computer Professional(s)	
b)	Visualizer	
c)	Copy Writer	
d)	Art Director	
e)	Any Other (Specify)	
B.	REGISTRATION DETAILS (Please attach documentary evidence):	
1.	Date of incorporation of Firm	
2.	Permanent Account Number	
3.	G.S.T. Registration Number	
4.	Registration Number (MP State Shops & Establishment Act.)	
5.	INS Accreditation No.(Should be valid as on the date of submission of bid)	
C.	DETAILS OF MSMED REGISTRATION	
1.	UdyogAadhar Memorandum Number	
2.	NSIC Registration Number & Date	
3.	Validity of NSIC Regn. Certificate	
4.	Enterprise Social Category	
5.	Name of Services / Activity	
D.	DETAILS OF COST OF TENDER DOCUMENT: Rs.500/-	
a)	UTR No. & Date / Bank& Place	
E.	DETAILS OF EARNEST MONEY DEPOSIT: Rs.25,000/-	
a)	UTR No. & Date / Bank& Place	
F.	ANNUAL TURNOVER (Please attach documentary evidence):	
1.	For the Financial Year 2019-20	Rs.
2.	For the Financial Year 2020-21	Rs.
3.	For the Financial Year 2021-22	Rs.
4.	Average Annual Financial Turnover for the last three years [(1+2+3) ÷ 3]	Rs.

The above format may be used to provide requisite details.

DETAILS OF THE EXISTING/ PREVIOUS CONTRACTS

Sl. No.	Name and complete address of the organization	Name, Design. & Contact No. of Officer concerned	Duration of Contract		Executed Value of the Contract (Rs.)	Completion and Performance Certificate attached ("Yes" or "No")
			From	To		
1.						
2.						
3.						
4.						

The above format may be used to provide requisite details.

Signature of Tenderer
Name: _____

Designation _____
With seal of the Firm

Date : _____

PART 02: PRICE BID

SUB: NOTICE INVITING TENDER FOR “EMPANELMENT OF NEWS PAPER ADVERTISING AGENCY through GeM Portal”.

S. No.	Description	Quoted Amount after deducting the discount offered on Prevalent Newspaper Rates
1.	Print Media (News Advertising) Paper	Total Contract Value: Rs 20 lakh Discounted or after discount value to be filled by bidder in Rs:..... (in Lakh) In FigureIn Words

Note:

1. The tentative amount for this contract is approx Rs 20 Lakh for the period of two years inclusive of GST. This amount may be increase or decrease as per the requirement of the company.

2. The bidder shall quote the price considering the estimated value of the work of Rs 20 lakh and shall quote the price in financial bid duly deducting the discount offered for newspaper prevalent rates, so that maximum discount offered by the bidder will stand L-1 bidder on GeM. This discount will be converted into percentage term. This percentage discount will be calculated for all subsequent billing purposes. The bidder have to provide discount on all bills accordingly. The bidder who quotes highest discounted value will be offered the contract.

3. For Example: In case the bidder is willing to provide 10% discount on prevalent newspaper rates, then the quoted price by the bidder in the financial bid with respect to estimated value of the work of Rs 20 lakh would be Rs 18 lakh (ie. Rs 20 lakh- 10 % discount = Rs 20 lakh-Rs 2 lakh = Rs 18 lakh).

Signature of Tenderer

Name

Designation

With Seal of the Firm

Date: