

**MADRAS FERTILIZERS LIMITED**  
**(A GOVT. OF INDIA UNDERTAKING)**  
**MANALI, CHENNAI 600 068**  
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**NOTICE INVITING e-TENDER**  
**EMPANELMENT OF ADVERTISING AGENCY 2017-18**  
**e-TENDER NO.: ESER/P&A/ADVERTISING/121217/038 Dated 22.11.2017**

**SUMMARY**

Online bids are invited from financially sound and experienced Advertising Agencies for  
**EMPANELMENT OF ADVERTISING AGENCY 2017-18, FOR PUBLISHING OUR**  
**ADVERTISEMENTS IN THE NATIONAL DAILIES - ENGLISH (ALL INDIA EDITION),**  
**ECONOMIC TIMES – ENGLISH (ALL INDIA EDITION) and VERNACULAR**  
**LANGUAGES (REGIONAL LANGUAGES).**

Agencies who are interested to submit bids, may visit MFL website [www.madrasfert.nic.in](http://www.madrasfert.nic.in) ["Tenders" – "e-tenders"] or Central Public Procurement web [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app) Instructions for applying e-Tendering are given in **Annexure-1.**

For any clarifications, please communicate to the following:

e-Procurement Cell	<b><a href="mailto:epro@madrasfert.co.in">epro@madrasfert.co.in</a>/<a href="mailto:epro1@madrasfert.co.in">epro1@madrasfert.co.in</a></b>	
Phone	044-25945318 / 25941261 Mr. A M Sridhar	
User Contact Detail	<a href="mailto:dgmpa@madrasfert.co.in">dgmpa@madrasfert.co.in</a>	044-25945211, 94422 58864
	<a href="mailto:dmpr@madrasfert.co.in">dmpr@madrasfert.co.in</a>	044-25945216, 98842 48250
Description of work	<b>Publishing our Advertisements IN THE NATIONAL DAILIES - ENGLISH (ALL INDIA EDITION), ECONOMIC TIMES – ENGLISH (ALL INDIA EDITION) and VERNACULAR LANGUAGES (REGIONAL LANGUAGES).</b>	
<b>Tender No. and date</b>	ESER/P&A/ADVERTISING/121217/038 Dated 22.11.2017	
Estimated Value of Tender	<b>Rs.119.37 Lacs</b>	
Nature of Bidding	Two Part Bidding : 1 <sup>st</sup> Part : Techno-Commercial Bid 2 <sup>nd</sup> Part : Price Bid (Separate Techn-commercial Bid and Price Bid to be submitted through online)	
Commencement of Viewing & Downloading of e-tender documents and Submission of Electronic Bids	<b>22.11.2017</b>	
Closing date & Time of submission (Electronic bid to be submitted in e-Tender website)	<b>12.12.2017 up to 1600 hrs</b>	

Technical Bid Opening Date & Time	<b>13.12.2017 @ 1430 hrs</b>
Bid Submission	Two Separate on-line bids (1) EMD (2) Techno-Commercial Bid; and (3) Price Bid To be submitted with price break up details per <b>Annexure-9</b> on or before the date & time meant for submission of bids.
Procedure for opening of Online Bid.	Bids will be opened in seriatim viz., EMD, Techno-commercial and Price Bids.
Bid Validity	90 days from the date of opening of Techno-commercial.
Price Bid Opening Date	Techno-Commercially qualified tenderers only will be intimated.
EMD Amount	<b>₹ 2,38,800/-</b> (Rupees Two lacs thirty eight thousand eight hundred only)  EMD to be furnished in separate cover super scribing EMD for Empanelment of Advertising Agency -2017-18 (TENDER NO.:ESER/P&A/ADVERTISING/121217 Dated 22.11.2017
Security Deposit (SD)	5% of the total contract value.
Mode of Payment for EMD or SD	By Demand Draft in favour of Madras Fertilizers Ltd., payable at Chennai or by Bank Guarantee (BG), if by BG in MFL's approved format.
EMD/Bank Guarantee Validity	135 Days from the date of opening of Technical Bid.
Payment Term	<b>45 days Credit Payment</b> only from the date of insertion of advertisement in the daily, subject to acceptance thru RTGS / NEFT transfers.
Contract Period	One Year from the date of award of Contract with a provision to extend the contract for a further period of one more year on the same rates, terms and conditions based on performance and subject to the condition of there is no downward trend in price since the original order was placed.
Bid Evaluation Basis	The Techno-Commercially qualified tenderer's price bids will alone be opened and on L1 Basis.
e-Reverse Auction	e-Reverse Auction Clause Provided.
Negotiation	If Required.
Scope & Brief Description of Work	Refer <b>Annexure 2.</b>

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Note: The Tender document contains 35 pages. Digital signature is required on all pages by the tenderer or the authorized person to sign the tender.

**GENERAL MANAGER – P&A  
MADRAS FERTILIZERS LTD.,  
MANALI, CHENNAI 600 068**

## **ANNEXURE - 1**

### **INSTRUCTIONS TO TENDERERS FOR APPLYING e-TENDER**

- 1) Instructions to the Tenderers/Bidders for the e-submission of the bids online through the e-tender site of M/s National Informatics Centre, Chennai.
- 2) Bidders should do the registration in the tender site <https://eprocure.gov.in/eprocure/app> using the option available (online bidder enrolment). Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorised Certifying Authorities such as SIFY/TCS/nCode.eMudhra.
- 3) Bidder then need to login to the site through their user ID / password chosen during registration.
- 4) The e-token that is registered should be used by the bidder only and should ensure safety of the same.
- 5) The Bidders can update well in advance, the documents such as experience certificates, turn-over details etc., and these can be selected as per tender requirements and then send along with bid documents during bid submission.
- 6) After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 7) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidders should take into account the Corrigendum published before submitting the bids online.
- 8) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in .doc/.txt/.pdf /.xls/.dwg formats only.
- 9) Bidder should submit the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, on any working day after e-publication of NIT and upto 3 working days after the last date of submission of bids. Scanned copy of the same should be uploaded as part of the offer along with Techno-Commercial bid.
- 10) It is constituted that the bidder has read the terms and conditions before submitting their offer including General Terms & Conditions (GTC) and Special Terms & Conditions (STC). GTC & STC can be assessed through Company's website.
- 11) The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
- 12) After the bid submission, (the bid token number) given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.

- 13) The original Earnest Money Deposit document should be submitted physically to the Dept., and the scanned copy should be uploaded at the time of bid submission online. Otherwise, the Tender will be summarily rejected.
- 14) The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
- 15) The tendering system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid number, date and time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- 16) The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 17) Bidder should log into the site well in advance for bid submission so that he submits the bid in time, ie., on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
- 18) Each document to be uploaded through online for the tenders should be less than 8 MB. However, if the file size is less than 8 MB, the transaction uploading time will be very fast. The total size of the documents in all the covers put together, should be less than or equal to 8 MB.
- 19) The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 20) The time settings fixed in the server side and displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 21) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 22) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 23) The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (as per Server system clock).
- 24) The bidder should log out of the tendering system using the normal log out option available at the top right hand corner and not by selecting (X) exit option in the browser.

- 25) Bidders should ensure that prices should not be indicated anywhere in the un-priced part. The prices should be indicated only in the price bid and nowhere else.
- 26) Bidders to note that if prices are indicated in their un-priced Techno-Commercial part their offer will be rejected and NO further evaluation or communication will be entertained in this regard.
- 27) Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections of the pages of the bid document including General Conditions of Contract without any exception and have understood the entire document and are clear about the tender requirements.
- 28) E-Reverse Auction Clause Provided.

**1.0 SCOPE & BRIEF DESCRIPTION OF WORK**

- 1.1 The selected Advertising Agency will collect the advertising materials from MFL through e-mail and ensure prompt timely publication in the National Dailies - English (All India Edition), Economic Times – English (All India Edition) and Vernacular Dailies (Regional Languages), as required by MFL.
- 1.2 The publicity materials should be published without any error and for errors found by MFL after publication, it is the responsibility of the Advertising Agency to republish the same without any additional cost to MFL.
- 1.3 The Agency shall obtain Acknowledgements from the Press & Journals for timely delivery of Ad materials and Release Orders. Photo copies of the same should be kept as record and if necessary, to be produced to MFL.
- 1.4 If any portion of the Advertisement material / matter is not clearly understood / leading to ambiguity, the Agency shall obtain clarification from MFL so that no mistake or delay in publication of the advertisement will occur.
- 1.5 The Agency agrees to use the expertise available with them free of charge for type setting the advertisement text in the language required to maintain uniformity and make all out efforts to prevent wastage / optimum utilization of Ad space.
- 1.6 The Agency shall transfer Artwork Design, used expertise for copying, writing, scanning and other related materials free of cost to MFL. The Agency shall obtain approval of the Final Art Pull / Design before releasing in the Press & Journals.
- 1.7 The Agency shall obtain MFL's approval for the size of the Ad before releasing the same.
- 1.8 Whenever required by MFL, the Advertising Agency shall accept and arrange to publish Advertisements at shorter notice on specific dates, as specified by MFL.

**2.0 PRE-QUALIFICATION CRITERIA**

2.1 Advertising Agencies shall have minimum 1 year of experience in the last 5 years preceding 30.09.2017 in the field of publicity with full-fledged office at Chennai and communication facilities like telephone, fax, e-mail etc., and INS Accreditation Certificate only need to apply.

2.1.1 If the bidders not having office at Chennai, with required facilities at the time of applying, they can apply subject to the condition that the selected bidder has to open office at Chennai within 30 days of award of the contract.

Tenderers should upload proof of INS Accreditation Certificate and Experience / Work completion certificates.

2.2 The Tenderer shall have average business turnover of ₹ 35.82 lacs during last 5 Financial Years i.e. from FY 2016-17.

Tenderers should upload Audited Profit & Loss Account, Income & Expenditure Statement & Balance Sheet for the proof of Annual Turnover.

2.3 Income Tax and Permanent Account Number details. Copies of returns filed for the last three financial years to be submitted (2014-15, 2015-16 & 2016-17) along with the tender document.

2.4 The tenderer shall indicate his GST Registration Number. The Registration number shall be either in the name of the Tenderer or in the name of the Firm or Director or Proprietor.



**ANNEXURE - 4****EARNEST MONEY DEPOSIT (EMD) TERMS & CONDITIONS**

- 1) The tenderer shall submit the Earnest Money Deposit of ₹ 2,38,800/- (Rupees two lacs thirty eight thousand eight hundred only) by way of demand draft drawn in favour of "Madras Fertilizers Limited" payable at Chennai or Bank Guarantee (BG) in the MFL's approved format (**Annexure-10**) **valid for 135 days from the date of opening date.**
- 2) Independent confirmation for having issued the BG by the concerned banker should be sent directly to GM-P&A, MFL, Manali, Chennai 600 068.
- 3) EMD shall not carry any interest. EMD shall be returned / refunded to the unsuccessful tenderer only after finalization of contract, if paid by way of BG / DD, through RTGS / NEFT transfers.
- 4) EMD of the successful tenderer paid by way of Demand Draft may be adjusted towards security deposit.
- 5) After submission of 5% of the contract value as security deposit, by way of DD / BG by the successful tenderer, EMD submitted by way of BG will be returned to them.
- 6) Offers without EMD or valid Certificate(s) for exemption from EMD Payment, will be rejected.
- 7) EMD shall be forfeited if the tenderer withdraws from the offer or modifies the terms and conditions thereof, without prejudice to MFL's rights to initiate other legal action, for losses, if any, suffered by MFL, even after forfeiture of EMD.
- 8) Unreturned EMD in respect of earlier tenders, if any, cannot be adjusted against this tender.
- 9) Tenderers, who are submitting EMD in the form of NSIC / MSME /DGS & D Certificates should upload their relevant document before the closing date and time of the tender.
- 10) Tenderers who are submitting EMD payment in the form of **DD or BG/** Details of RTGS should upload the scanned copy of the same on or before the closing date and the time of the tender. The original EMD DD / BG / Details of RTGS should be directly sent to **DGM-Personnel & Administration, Madras Fertilizers Ltd., Manali, Chennai 600 068** with clear superscription on the cover as "**EMD for** on or before the date 12.12.2017 On-line technical bids without receipt of EMD (DD/BG/RTGS) in time will be rejected.

**SECURITY DEPOSIT – TERMS AND CONDITIONS****1.0 Security Deposit**

- 1.1 Successful Tenderer shall remit 5% of the total contract value as Security Deposit, which carries no interest. Security Deposit can be in the form of Demand Draft or Bank Guarantee from any Scheduled / Commercial Bank with independent confirmation on the BG by the bank directly to MFL by RPAD, which should remain valid for a period of 60 days from the date of completion of all contractual obligations of the contractor. Cash payment shall not be accepted for payment of Security Deposit.
- 1.2 The successful Tenderer has to submit Security Deposit within 21 days of the award of contract. Security Deposit will be adjusted from the EMD amount if the EMD is submitted by way of DD by the successful Tenderer and the balance amount has to be paid by the successful Tenderer as stated above before execution of the contract. In case the EMD is submitted by way of BG, the EMD shall be returned after submission of the full value of Security Deposit by the successful Tenderer.
- 1.3 Failure to pay Security Deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the award of contract besides forfeiture of EMD. The Tenderer shall be liable to pay compensation to the extent of 5% of the value of the contract, if award of contract is rescinded by the contractor.
- 1.4 The Security Deposit shall be returned to the contractor at the end of the term of the contract after satisfactory performance of the contract and on completion of all statutory obligations.
- 1.5 MFL reserves the right to forfeit / appropriate any or full amount of the Security Deposit without prejudice to other claims against the contractor due to any breach / failure of performance on the part of the contractor in discharging the services under the contract and losses/damages, charges, expenses or cost suffered by MFL due to termination of contract or contractor becoming disqualified because of liquidation / insolvency or change of composition.
- 1.6 The decision of MFL in respect of such losses, damages, charges, expenses or costs shall be final and binding on the contractor.
- 1.7 In the event of Security Deposit being insufficient or if the Security Deposit has been wholly forfeited / adjusted, the balance of the total sum recoverable as the case may be shall be deducted from any sum due or which any time thereafter may become due to the contractor under this contract or any other contract with MFL. If the SD amount is not sufficient to cover the full amount recoverable, the contractor shall pay to MFL on demand the remaining balance due. Whenever the Security Deposit falls short of the specified amount, the contractor shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.

**ANNEXURE - 6****TECHNO-COMMERCIAL BID FORMAT**

Name of the Tenderer	
Address	
Detailed Technical Specification offered	The selected Agency will publish MFLs Press Ad Material in the National Dailies – English (All India Edition), Economic Times – English (All India Edition) and Vernacular Languages (Regional Languages) as and when requested.
Payment Term	<b>45 days Credit Period from the date of insertion of advertisement in the dailies.</b>
Payment Mode	RTGS/NEFT
Delivery Period	Per MFL Instruction.
Offer Validity	90 days from the date of opening of Techno-commercial bid.
EMD Details	Rs.2,38,800/-  EMD to be furnished in separate Cover super scribing  ➤ EMD for "Empanelment of Advertising Agency 2017-18" Tender No. ESER/P&A/ADVERTISING/121217/038 Dated 22.11.2017
Acceptance to give 5% Security Deposit in the event of placement of order	Yes
Acceptance for Penalty clause as per Annexure-9	Yes
Acceptance to receive payment for actual Services for MFL.	Yes
Acceptance to all other tender norms, terms & conditions not mentioned herein	Yes

Signature of the authorised person :

Name of the authorised person :

Designation of the authorised person :  
(to be signed with seal and uploaded)

**GENERAL TERMS & CONDITIONS/SPECIFICATIONS****General Terms & Conditions**

- 1.1 The selected Advertising Agency will collect the advertising materials from MFL and ensure prompt timely publication in the English National Dailies (All India Edition) and Vernacular Languages (Regional Languages), as required by MFL. The publicity materials should be published without any error and for errors found by MFL after publication, it is the responsibility of the Advertising Agency to republish the same without any additional cost to MFL.
- 1.2 One contact person from the agency will be responsible to coordinate and execute all publicity-related jobs.
- 1.3 The Agency shall charge only current approved rates. Any revision in advertising rates by Press & Journals shall be communicated by the Agency with proof to MFL.
- 1.4 The Agency hereby agrees to verify and ensure optimum use of Ad space for all classified and tender advertisements.
- 1.5 The Agency shall obtain Acknowledgements from the Press & Journals for timely delivery of Ad materials and Release Orders. Photo copies of the same should be kept as record and if necessary, to be produced to MFL.
- 1.6 If any portion of the Advertisement material / matter is not clearly understood / leading to ambiguity / any information is found wanting, Agency shall obtain clarification from MFL so that no mistake or delay in publication of the advertisement will occur.
- 1.7 The Agency agrees to use the expertise available with them free of charge for type setting the advertisement text in the language required to maintain uniformity and make all out efforts to prevent wastage / optimum utilization of Ad space.
- 1.8 The Agency shall transfer Artwork Design, used expertise for copying, writing, scanning and other related materials free of cost to MFL. The Agency shall obtain approval of the Final Art Pull / Design before releasing in the Press & Journals.
- 1.9 The Agency shall obtain MFL's approval for the size of the Ad before releasing the same.
- 1.10 Whenever required by MFL, the Advertising Agency shall accept and arrange to publish Advertisements at shorter notice on specific dates, as specified by MFL.
- 1.11 In case, there is error in publication of the Advertisement, the Agency shall arrange to publish corrigendum immediately at its own cost. No claim bill should be raised on MFL for publication of Corrigendum Ads.
- 1.12 Agency, if necessary, will be called by MFL, for preparation of artwork, scripts, brochures, posters etc. and the services for the same shall be rendered free of cost.

- 1.13 The Tenderer should be prepared to come to MFL, Manali, Chennai 600 068, if called upon to do so, for discussions with the MFL authorities at their own expenses and without any obligation on the part of MFL.
- 1.14 The successful Tenderer shall enter into an agreement with MFL, on a stamped paper of appropriate value, incorporating the terms and conditions of the contract within 30 days, failing which the EMD shall be forfeited and the Tenderer shall also be liable to compensate MFL for any losses incurred. The decision of MFL on such losses shall be final and binding.
- 1.15 The Tenderer shall have an Office in Chennai City with telephone facility and responsible staff available round-the-clock. The names of such staff including the telephone numbers shall be furnished.
- 1.16 The Tenderer should be in a position to take up the work immediately on award of contract.

## **2.0 Definition**

- 2.1 The term "Contract" shall mean and include the entire tender and the agreement signed by the contractor and Madras Fertilizers Ltd.
- 2.2 "Contractor" shall mean and include those entering into agreement with Madras Fertilizers Limited (MFL), their heirs, representatives, executors, administrators, successors and their permitted assignees, as the case may be.
- 2.3 "MFL" shall mean and include Madras Fertilizers Ltd., Manali, Chennai - 600 068 or any of its authorized officers.
- 2.4 "Service" shall mean and include all items of work, duties/responsibilities as specified in the Scope of work and /or any other item of work not specified but consistent with general terms of the contract and entrusted by MFL.
- 2.5 "Contract Rates" shall mean the rates finalized and / or accepted between MFL and contractor.
- 2.6 "Company's Representative" shall mean and include General Manager – P&A or other authorized officers of the Company.

## **3.0 SCOPE**

The selected Advertising Agencies will collect the advertising materials from MFL through e-mail and ensure prompt timely publication in the National Dailies – English (All India Edition) and Vernacular Dailies (Regional Languages), as required by MFL. The publicity materials should be published without any error and for errors found by MFL after publication, it is the responsibility of the Advertising Agency to republish the same without any additional cost to MFL.

#### **4.0 Tender Evaluation Criteria**

- 4.1 The tenderer has to quote their discount percentage as noted in the price bid format (Annexure – 9) separately. The H1 tenderer will be finalized, taking in to account the overall highest discount percentage quoted by the tenderer from the basic card rates for National Dailies - English (All India Edition), Economic Times - English (All India Edition) and Vernacular Languages (Regional Languages).

The tenderer will also have to quote separately for Volume Rebate as per price bid format. The volume rebate as applicable to the volume of transaction (Estimated Value) will be taken in to consideration for arriving at the H1.

- 4.2 The bidder will be selected based on highest percentage of sum of the 90% on the Basic Car Rate and 10% on the Volume Rebate on weighted average method. Annexure-9A (Illustration)

#### **4.3 Tie-up Situation:**

In case of tie in H1 / R1 the contract will be awarded to the bidder who has given higher % of Basic Card Rate.

In case % of Basic Card Rate is same, the contract will be given who has higher turnover in their business.

#### **5.0 Period of Contract**

- 5.1 The contract shall be valid for a period of one year from the date of commencement of contract. MFL reserves the right to extend the contract for a further period of one year on the same Rates, Terms and Conditions with mutual consent, based on performance and subject to the condition of there is no downward trend in price since the original order was placed.
- 5.2 The Company also reserves the right to terminate the contract at any time during its currency without assigning any reason thereon and the contractor shall not be entitled to any compensation by reason of such termination.

## **6.0 Terms & Mode of Payment**

- 6.1 Payment – 45 days Credit only from the date of insertion of advertisement in the dailies. Tenderer should quote only for credit payment offering a credit period of 45 days.
- 6.2 Offers with payment term such as **“payment thru Proforma Invoice” or “payment against documents thru bank” or “payment thru letter of credit”** etc., will be summarily rejected.
- 6.3 Invoices to be forwarded to GM-P&A, Madras Fertilizers Limited, Manali, Chennai 600 068, along with proof of publication in the dailies.
- 6.4 Payment will be made only thru RTGS, after reckoning the credit period from the date of insertion of advertisements in the daily.
- 6.5 RTGS Form (**Annexure 12**) to be filled in, signed & sent along with the offer by the Tenderer to avoid any delay in processing payment.

## **7.0 Summary Termination**

- 7.1 MFL reserves the right to terminate the contract without notice due to any failure of performance / breach of contract on the part of the contractor in discharging the services under the contract or in the event of his becoming insolvent or going into liquidation. The decision of MFL about the failure / breach of contract on the part of the contractor shall be final and binding on the contractor and shall not be called into question.
- 7.2 In the event of termination of contract as above, MFL shall have the right, without prejudice to any other rights / remedies, to get the work done for the remaining period of the contract through any other agency and to recover from the contractor the additional expenses / additional costs that may be incurred by MFL, besides forfeiture of Security Deposit.

## **8.0 Liquidated Damages (LD Clause)**

The Advertising Agencies will collect the advertising material from MFL by fax/email or any other mode and ensure prompt timely publication. The publication shall be made within one day from the date of approval for proof, given to the agency.

“For failure of timely publication of our advertisement, liquidated damages @ 0.5% per day of delay or part thereof, of the invoice value subject to a maximum of 5% will be imposed as penalty from the date of approval for proof given to the Agency for publication of advertisement”.

**9.0 Arbitration**

Any or all disputes arising out of the contract / agreement shall be settled by mutual discussions and in the event of failure to do so, such dispute (s) shall be referred to a sole arbitrator, who will be appointed by mutual consent for settlement of such disputes and whose decision shall be final and binding. In the event of failure to appoint such a sole arbitrator, with mutual consent, then the sole arbitrator will be appointed through the high court of judicature at Madras. Subject as aforesaid, the arbitration and conciliation act 1996 shall apply to the arbitration proceedings under this clause and such arbitration shall be in English and take place in the city of Chennai, Tamilnadu.

**10.0 Negotiation with H1 Tenderer**

Subsequent to Reverse Auction process, if MFL deems it fit to conduct negotiation with the L1 Tenderer, MFL reserves the right to do so by inviting the H1 Tenderer in person to finalize the price.



**INFORMATION ABOUT THE ADVERTISING AGENCY**

1.0 Name and Address of the Agency :

<b>Address</b>	<b>Phone No./ Mobile</b>	<b>Fax No.</b>	<b>Name of the In-charge with Phone / Mobile No.</b>
<b>Registered Office</b>			
<b>Office at Chennai</b>			
<b>Branches (if any)</b>			

2.0 Year of Establishment :

3.0 Status of the firm : Proprietary / Partnership / Regd. Co. /Society etc.  
(Documentary proof for Partnership/Registered Company/  
Corporation/Society etc. to be attached).

4.0 Name and Address of Partners / Directors / Proprietor as the case may be:

1

2

3

4

5

5.0 Name of the person authorized to sign the tender and related documents:

- 6.0 Experience in the business (Attach certificates or award letter from organizations served)

Name of the Organization	Period

- 7.0 Bank details with which Tenderer has dealings:

Name and address of the Firm / Contractor / Person	
Name of the Bank	
Address of the Bank	
Name of Account Holder	
Account Number	
Account Type (savings/current)	
IFSC / RTGS Code	
PAN No.	
GST No.	
Contact Person	
Phone (Mobile / Landline)	
Email ID	

- 8.0 Details of Turnover for the last three financial years. Copies of Balance Sheet / Income Statement for the last 3 financial years (2014-15, 2015-16 & 2016-17) must be submitted.
- 9.0 Income Tax and Permanent Account Number details. Copies of returns filed for the last three financial years (2014-15, 2015-16 & 2016-17) to be submitted.

11.0 Any court case is filed against you or your concern: Yes / No.

12.0 Have you / your Firm filed any case against your client: Yes / No.

Incomplete information and non-submission of copies of supporting document will lead to rejection of tender.

I / We declare that the above information is true to the best of my / our knowledge.

**Place:**

**Signature of the Tenderer**

**Date :**

**(Name & Office seal)**

**DECLARATION**

I / We hereby declare that I / We have not been banned and de-listed by any Government Department / Financial Institution / Court.

**Place:**

**Signature of the Tenderer**

**Date :**

**(Name & Office seal)**

**PRICE BID****EMPANELMENT OF ADVERTISING AGENCY 2017-18**

For publishing advertisements in The National Dailies – English (All India Edition), Economic Times – English (All India Edition) and Vernacular Languages (Regional Languages)

**A) The Trade Discount shall be accounted from the Basic Card Rates of the Rates issued by Publications on Quarterly / Half Yearly / Annual Basis.**

Details of Discount	% of Discount offered	
	National Dailies – English (All India Edition), Economic Times – English (All India Edition) and Vernacular Languages (Regional Languages)	Weighted average consider for H1
% of Discount (Trade Discount) from Basic Card Rate (inclusive of GST)	<b>Discount quoted by Vendor</b>	
	90%	

**B) Volume Rebate:**

Percentage of Volume Rebate (\*)

1	Discount Ceiling	Discount	Weighted average consider for H1
1	Up to ₹ 30 lacs		10%
2	More than ₹ 30 Lacs up to ₹ 50 lacs		10%
3	More than ₹ 50 Lacs up to ₹ 70 lacs		10%
4	More than ₹ 70 Lacs up to ₹ 90 lacs		10%
5	More than ₹ 90 lacs		10%
	<b>TOTAL DISCOUNT</b>		<b>10%</b>

(\*) The volume rebate will be calculated at the end of the Contract Period.

Sum up of percentage discount quoted on Basic Card Rate (90% on weighted average) and percentage discount quoted on Volume Rebated (10% on weighted average) by the tenderers shall be the basis for arriving at the H1.

The Illustration for arriving H1 is attached in **Annexure 9A**

Date:

**AUTHORISED SIGNATORY  
WITH SEAL**

<b>ILLUSTRATION</b>					
<b>EMPANELMENT OF ADVERTISING AGENCY 2017-18</b>					
<b>EVALUATION STATEMENT OF PRICE BIDS</b>					
		Party A	Party B	Party C	Party D
<b>A</b>	Basic Card Rate (%)				
	English Dailies - ENGLISH ( All India Edition)				
	Economic times - English (All India Edition) & Vernacular Languages (Regional Languages)				
		<b>40.00</b>	<b>42.00</b>	<b>38.00</b>	<b>46.00</b>
<b>B</b>	Volume Rebate (%)				
	Up to Rs.30 Lacs	1.00	0.50	1.50	0.25
	More than Rs.30 Lacs Up to Rs.50 Lacs	2.00	1.00	2.25	0.75
	More than Rs.50 Lacs Up to Rs.70 Lacs	3.50	1.25	3.00	1.00
	More than Rs.70 Lacs Up to Rs.90 Lacs	3.75	2.00	3.25	1.50
	More than Rs.90 Lacs	4.00	3.75	3.75	1.75
	<b>TOTAL</b>	<b>14.25</b>	<b>8.50</b>	<b>13.75</b>	<b>2.00</b>
90% of A	36.00	37.80	34.20	41.40	
10% of B	1.43	0.85	1.38	0.20	
<b>100 % (A+B)</b>	<b>37.43</b>	<b>38.65</b>	<b>35.58</b>	<b>41.60</b>	
<b>RATING</b>	<b>H3</b>	<b>H2</b>	<b>H4</b>	<b>H1</b>	

Party D is a successful vendor, who has offered highest discount

**ANNEXURE - 10**

**BANK GUARANTEE FORMAT FOR FURNISHING EMD**

Whereas ..... (herein after called the 'tenderer') has submitted their offer dated .....for the supply of ..... (hereinafter called the "tender") against the purchaser's tender enquiry No..... KNOW ALL MEN by these presents that WE ..... of .....having our registered office at ..... are bound unto Madras Fertilizers Limited (hereinafter called the "Purchaser") in the sum of Rupees ..... for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ..... day of ..... 20.....

**THE CONDITIONS OF THIS OBLIGATION ARE:**

- 1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during a period of its validity:-
  - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
  - b) Fails or refuses to accept /execute the contract.

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

This guarantee will remain in force up to and including 90 days from the date of bid opening and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the authorized officer of the Bank)

.....

.....  
Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch.

**ANNEXURE - 11****BANK GUARANTEE FORMAT FOR FURNISHING SECURITY DEPOSIT**

In consideration of the Madras Fertilizers Limited, Manali, Chennai 600 068 (Hereinafter called "the Company") having agreed to exempt \_\_\_\_\_ (hereinafter called "the said Contractor (s)") from the demand under the terms and conditions of an agreement dated \_\_\_\_\_, Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ made between Madras Fertilizers Limited and \_\_\_\_\_ for supply of \_\_\_\_\_ (hereinafter called "the said agreement") of a Security Deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). We \_\_\_\_\_ (Hereinafter referred as "Bank") at the request of \_\_\_\_\_ do hereby undertake to pay to the company an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the contractor(s) of any of the terms and conditions contained in the said agreement.

We \_\_\_\_\_ (bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due any payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). We undertake to pay to the company any money demanded notwithstanding any dispute raised by the contractor(s) / tenderer(s) in any suit or proceeding pending before any court or tribunal relating thereto liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under any contractor(s)/tenderer(s) shall have no claim against us for making such demand.

We \_\_\_\_\_(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 is shall contained to be enforceable till all the dues of the company under or by virtue of the said agreement have been fully paid. And its claim satisfied or discharge or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before \_\_ (date)\_\_\_\_\_. We shall be discharged from all liability under this guarantee thereafter. We \_\_\_\_\_(bank)\_\_\_\_\_ further agree with the company that the company shall have the full cut liberty without our consent and without affecting in any manner or obligation 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 company against the said contractor(s) and forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance or omission on the part of the company or any indulgence by the company 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 or so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/tenderer(s).

We, \_\_\_\_\_(bank)\_\_\_\_\_, lastly undertake not to revoke this guarantee during its currency.

Notwithstanding anything contained this bank guarantees our liability under this guarantee is restricted to Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_). Our guarantee shall remain in force until \_\_\_\_\_ and unless a demand or claim under this guarantee is received by us in writing on or before \_\_\_\_\_, all your rights under the said guarantee shall be forfeited and we shall be deemed relieved and discharged from all liabilities there under.

The beneficiary is bound to seek confirmation from the Regional Office whose address is mentioned below in respect of the geniuses and authenticity of the Bank Guarantee.

(Signature of the authorized officer of the Bank) -----

Name and designation of the officer .....

Seal, name & address of the Bank and address of the Branch.



**MADRAS FERTILIZERS LIMITED**  
**BANK DETAILS & AUTHORISATION FOR RTGS/NEFT PAYMENT**

REQUIRED DETAILS	TO BE FURNISHED BY THE VENDOR			
VENDOR NAME				
ADDRESS				
TELEPHONE NO.		FAX No.		
EMAIL ID				
CONTACT PERSONS'S NAME			Designation :	
MOBILE NO.				
EMAIL ID				
COMPANY'S PAN NO.				
GST NO.				
IMPORT EXPORT CODE				
BANK ACCOUNT NO.				
VENDOR'S BANK NAME				
BANK ADDRESS / PHONE NO.				
VENDOR'S BANK CODE (MICR) NO.		GRPT CODE		
VENDOR'S BANK ACCOUNT NO.		NEFT CODE		
		RTGS CODE		
BANK SWIFT CODE (For Foreign vendors)				
	Type of Account	Saving Acct / Current Acct. (Strike out which is not applicable)		
ARE YOU A	Manufacturer YES / NO	Dealer YES / NO	Agent YES / NO	
CATEGORY OF THE FIRM	Micro	B. Small	C. Medium	
REGISTERED WITH	CST No.	SSI No.	EC No.	TIN No.

We hereby authorize Madras Fertilizers Limited to make all the payments due to us with respect to above referred Enquiry through RTGS/NEFT Transfer

Place:

Signature of Authorized Signatory:

Date:

Name:

Seal:

Designation:

RTGS-Real Time Gross Settlement Code  
 IFSC- Indian Financial System Code

NEFT-National Electronic Funds

<b>TIME LINES</b>	
<b>Training</b>	Training on Bidding process will be given by the service provider M/s National Informatics Centre will be provided till _____ (if required Kindly take the prior appointments)
<b>Acceptance form submission Last date</b>	Date _____ Time _____
<i>On-Line Auction Date &amp; Time</i>	Date _____ Time _____
<b>Contact Details</b>	
<b>NIC</b>	<b>Bangalore:- Ms. Marita Ravi</b> 080 49000213/14/15/marita.ravi@NICeprocure.com <b>Chennai- Mr. Raghavan</b> 09381428882 ; raghavan.venkataraman@NICeprocure.com
<b>MFL Chennai</b>	(user department member contact details)

**MATERIAL FOR BID:**

**Bidding will be on Total Cost of ownership (TCO) i.e. (Inclusive of Taxes, Duties, Freight, Insurance & other charges) for Empanelment of Advertising Agency 2016-17**

**GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION**

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. MFL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. MFL will inform the vendor in writing in case reverse auction, the details of service provider to enable them to contact and get trained.
4. Auction rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to send a fax or scanned copy via email of the compliance form in the prescribed (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
6. MFL will provide, if require the calculation sheet (eg.: EXCEL sheet) which will help to arrive at "Total Cost to MFL" like packing & forwarding charges, Taxes and duties, Freight charges, Insurance, GST for services and loading factors (for non-compliance to MFL standard Commercial terms and conditions.) for each the vendor to enable them to fill-in the price and keep it ready for keying in during the auction.
7. Reverse auction will be conducted on schedule date & time. If any changes in the schedule will be informed accordingly to the respective suppliers.
8. The lowest bidder has to send a fax or scanned copy via email the duly signed filled-in prescribed format as provided on case-to-case basis to MFL through service provider within 24 hours of action without fail.
9. Any variation between the on-line seal bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct Auction with MFL as per prevailing procedure.

10. In case MFL decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with MFL shall be opened as per MFL standard practice.
11. **SPECIAL INSTRUCTIONS:** Bidding within the last minute and seconds should be avoided in the bidders own interest. Neither the Service Provider nor MFL is responsible for any internet speed slowdown or outage or due to any such failure on the part of the bidder, in such cases.
12. **All other Terms & conditions as per MFL**—See Annexure 8
13. MFL reserves the right to negotiate, if required, with L1 bidder even after conclusion of the eRA, at MFL's sole discretion.

### **Auction Rule for finalisation of Service Provider**

MFL shall finalise Empanelment of Advertising Agency for publishing Advertisements in the National Dailies – English (All India Edition) and Vernacular Languages against this Tender through reverse auction mode. MFL has made arrangement with **M/s. National Informatics Centre, Chennai** who shall be MFL's authorized **service provider** for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized reverse auction shall be conducted by MFL, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by vendors themselves. In extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidder's responsibility / decision to send fax communication immediately to the service provider. Furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable / legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time / reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either MFL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements / alternatives such as back – up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this the time for the auction cannot be extended and MFL is not responsible for such eventualities. **Bidding in the last minutes and seconds should be avoided in the bidders own interest.**

2. The **NIC** shall arrange to train your nominated person (s), without any cost to you. They shall also explain you, all the Rules related to the Reverse Auction / Auction Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.
3. **Starting Bid/Bid Decrement:** The opening price shall be the **highest price of sealed bids** and the bid increment shall be available to the bidders before 05 minutes of the start of the auction and same shall be displayed on the site.

The start bid price and the decrement value for the Reverse Auction will be communicated by MFL through a email to the NIC before the start of Reverse Auction. In the event of the NIC uploading the Start Bid price and decrement value wrongly (other than indicated by MFL through mail) due to human error or due to any other reason, MFL reserves the right to withdraw such wrongly uploaded Start bid price and decrement value and upload again the correct start bid price and decrement value and continue the Reverse Auction with that Start bid price and decrement value. Till such time the correct Start bid price and decrement value uploaded and seen by the participants, the Reverse Auction is set to be under hold and the participants are to wait till it is restarted.

4. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in **Indian Rupees (INR)** of the item. The Exchange Rate, if any (in case of foreign currency) will be intimated a day prior to the date of Auction. The price bid placed during the "Sealed Bid Auction" as well as "Reverse Auction" shall be the total price for each item.
5. **BID PRICE:** The Bidder has to quote on TCO to MFL for the items specified. Wherever required or If required-Calculation sheet to arrive at the Total cost to MFL will be provided by MFL.
6. The technical & commercial terms are as per the above Tender No., Vendors technical and commercial bid and subsequent correspondences between MFL and the vendors regarding commercial terms & conditions.
7. **VALIDITY OF BIDS:** The Bid price shall be firm for a period of 60 days and shall not be subjected to any change whatsoever.
8. At the end of the reverse auction if required by MFL, bidder has to provide a detail break up for his lowest offer.
9. **Procedure of Reverse Auctioning:**
  - i. **Sealed bid Reverse Auction:** The opening bid (In the initial auction) of the bidders shall place a bid which shall be same as that quoted in their Final Sealed price submitted to MFL or less. The bidders shall confirm in writing to MFL that their opening bid shall be same as that quoted in their final sealed price bid submitted against the above Tender, if it is found to be otherwise at a later date, the bidder will be disqualified from the tender.
  - ii. **Bidders are advised to uniformly reduce their rates in all the items for which they have quoted.**

- iii. **English Reverse (no ties) {Reverse Auction}**: MFL will declare its **Opening Price (OP)**, which shall be visible to the all vendors during the start of the reverse Auction. You will be required to start bidding after announcement of Opening Price and decrement amount.
  - iv. **Those vendors who have participated in the Initial Sealed Bid Auction, will only be eligible to participate in the subsequent English Reverse Auction.**
  - v. Sealed Bid auction will be for **15 minutes** and English Reverse auction (no ties) shall be for a **period of one hour**. If a bidder places a Bid in the last 5 minutes of Closing of the Auction, the auction shall get extended automatically for another 5 minutes. In case, there is no Bid in the last 5 minutes of closing of Auction, the Auction shall get closed automatically without any extension.
  - vi. **The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**
  - vii. The bid decrement amount shall be specified by MFL before start of bidding.
  - viii. Any commercial loading if any, shall be intimated to bidders in advance and it shall be added to price during dynamic auction process. For evaluation purpose, commercial loading if any, shall be added to the quoted price of respective bidder. However for ordering only the final bid placed by you shall be considered.
  - ix. The ratio of CP and originally quoted price shall be applied on all elements of originally quoted prices to arrive at the final price break up.
10. Successful vendor shall be required to submit the final prices, quoted during the English Reverse (no ties) in Excel Format (if provided during intimation of conducting Reverse Auction) after the completion of Auction to MFL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
  11. During English Reverse auction (no ties), if no bid is received within the specified time, MFL, at its discretion, may decide to revise Opening price / scrap the reverse auction process / proceed with conventional mode of tendering.
  12. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. Should you back out **and not supply as per the rates quoted, MFL shall take action as appropriate.**
  13. You shall be assigned a **Unique User Name & Password** by the service provider. You are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from MFL / the NIC to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.

14. At the end of the Reverse Auction, MFL will decide upon the winner. MFL's decision on award of Contract shall be final and binding on all the Bidders.
15. MFL shall be at liberty to cancel the reverse auction process / re auction/ tender at any time, before ordering, without assigning any reason.
16. MFL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
17. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
18. You are required to submit your acceptance to the terms/ conditions/ modality given above before participating in the reverse auction.

**ONLINE BIDDING/ Reverse Auction Methodology**

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by the service provider. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the service provider. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies at per the rates quoted, MFL and / or **the NIC** shall take action as appropriate.
3. **HIGHEST BID OF A BIDDER:** In case the bidder submits more than one bid, the highest bid will be considered as the bidder's final offer to execute the work
4. **AUCTION TYPE:**
  - 1) Online Sealed bid.
  - 2) English Reverse Auction No Ties. (Refer Bidder Manual for details)
5. **DURATION OF AUCTION:** The duration of Auction will be for one hour. If a bidder places a bid in the last 5 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 5 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 5 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. (THIS SCHEDULE IS TENTATIVE. IF ANY CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU)
6. **BID INCREMENT:** The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the Item details at the start of the auction. The bidder can bid higher than the highest Bid in the auction by a increment, multiple of the maximum Bid increment or at highest of maximum bid increment plus multiples of Bid Increment. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is your own price, you still need to bid in the online reverse auction. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or higher than the auction's start price by one increment, or higher than the auction's start price by multiples of increment. The second online bid and onwards will have to be higher than the H1 rate by one increment value, or higher than the H1 rate by multiples of the increment value.

7. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse –NO ties Auction:
  1. Leading Bid in the Auction.
  2. Your Rank.
  3. Bid Placed by you.
  4. Opening Price.
  5. Min Decrement.
8. **AUCTION WINNER:** At the end of the Reverse Auction, MFL will evaluate all the bids submitted and will decide upon the winner.
9. **AUTO BIDS:** Auto bidding feature is a pro-supplier feature to safe guard the supplier's interest of any Internet failure or to avoid last minute rush. The Auto feature allows Bidders to place an automated bid against other Bidders in an auction and bid without having to enter a new amount each time a competing Bidder submits a new offer.

The bid amount that a Bidder enters is the minimum that the Bidder is willing to offer. Here the software bids on behalf of the supplier.

- The Auto bid amount is the minimum amount that the Bidder is willing to offer. During the course of bidding, the Bidder cannot delete or change the amount of an Auto Bid.
  - Bids are submitted in decrements (decreasing bid amounts). The application automates auto bidding by processing auto bids automatically, according to the decrement that
  - The auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing Bidder bids, regardless if competing bids are submitted as auto or standard bids.
10. **GENERAL TERMS & CONDITIONS:** Bidders are required to read the "Terms and Conditions" section of the auctions site using the Login Ids and passwords given to them.
  11. **OTHER TERMS & CONDITIONS:**
    - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
    - The Bidder shall not divulge either his Bids or any other exclusive details of MFL to any other party.
    - MFL's decision on award of Contract shall be final and binding on all the Bidders.
    - MFL along with **the NIC** can decide to extend, reschedule or cancel any Auction. Any changes made by MFL and / or **the service provider**, after the first posting will have to be accepted if the Bidder continues to access the site after that time.



- **NIC** shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
  - **NIC** is not responsible for any damages, including damages that result from, but are not limited to negligence. **NIC** will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
12. All the Bidders are required to submit the Agreement Form (Annexure- II) duly signed to **NIC** before due date. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the suppliers (bidders).
  13. After the completion of the Auction event, if necessary/required all the Bidders have to submit the Price Breakup immediately to **NIC** for further proceedings.

## Process Compliance Form

(The bidders are required to print this on their company's letter head, sign & stamp before mailing / faxing)

ARD Ref No: MFL/RA/\_\_\_\_\_

Date: \_\_\_\_\_

Madras Fertilizers Limited  
A Govt. of India undertaking  
Manali, Chennai - 600068

Dear Sir,

Reverse Auction for appointment of Agency for EMPANELMENT OF ADVERTISING AGENCY - 2017-18, (MFL tender ref: ESER/P&A/ADVERTISING/121217/038 Dated 22.11.2017 and scheduled on .....).

We are interested in participating in the e-Auction Process for above mentioned subject and as stated in the ARD. We have received and fully understood the ARD for e-auction.

We confirm:

1. I/We agree that I/we have been provided training by NIC tech in order to participate in Online Auctions. I/We agree to update ourselves regarding any changes made to the ARD/ARD from the website of the NIC tech/MFL and bid accordingly.
2. I/We agree that I/we shall change the password on receipt by me/us and keep it confidential. I/We agree that NIC/MFL shall not be held responsible in any way for any losses that may be suffered by me /us as a result of disclosure of the password to any other person by me.
3. NIC/MFL will not be held responsible for any breakdown of power, internet/ bandwidth Connectivity, server, either at Bidder's end or at NIC directly or indirectly in the process of online bidding. NIC is not responsible for if any disputes or disagreements occur in between buyers & seller (vice versa).
4. Our online bids will pertain to the products / services as required by the MFL, as per the auction lots (markets).
5. We are aware of and understand the "Start Bid Price"/"Min Decrement"/ extension or bidding systems.
6. We are aware that Buyer (MFL) and can accept or reject any of our bids without assigning any reasons whatsoever.

We hereby, confirm that we have understood the lot & market break up, Bidding price calculation and the process of e-Auction Event. We also confirm that we have made arrangements and would be able to place our bid on the specified date & time on our own.

We confirm, if allotted, we will honour our online bid(s), which is legally binding on us.

Signature	:	
	:	
Designation	:	Company Stamp/Seal Name

**Post Bid Document**

ARD Ref No: MFL/RA/\_\_\_\_\_

Date: \_\_\_\_\_

**To**

Madras Fertilizers Limited  
A Govt of India undertaking  
Manali, Chennai - 600068

**Sub:** Final price quoted during online reverse auction conducted on \_\_\_\_\_ and price break up for appointment of Agency for EMPANELMENT OF ADVERTISING AGENCY - 2017-18 (MFL Tender Ref: ESER/P&A/ADVERTISING/..... dated .....

Dear Sir,

We confirm that we have finally quoted Rs. \_\_\_\_\_.  
(Price quoted on Total Cost to MFL basis)

As per our final lump sum prices during the Reverse Auction conducted today, please find below the breakup for the same.

The Trade Discount shall be accounted from the Basic Card Rates of the Rates issued by Publications on Quarterly / Half Yearly / Annual Basis.

Sl. No.	Details of Discount	% of Discount offered
		English National Dailies – English (All India Edition), Economic Times – English (All India Edition) and Vernacular Languages (Regional Language)
1	% of Discount (Trade Discount) from Basic Card Rate (inclusive of GST)	

**Volume Rebate:**

a) Percentage of Volume Rebate (\*)

1	Up to ₹ 30 lacs	
2	More than ₹ 30 Lacs up to ₹ 50 lacs	
	More than ₹ 50 Lacs up to ₹ 70 lacs	
4	More than ₹ 70 Lacs up to ₹ 90 lacs	
5	More than ₹ 90 lacs	

(\*) The volume rebate will be calculated at the end of the Contract Period.

For Price Bid Format - See Annexure 9

Thanking you and looking forward to the valuable order from MFL.  
Yours sincerely,

**Company:** For M/s**Contact Name:****Date:****Seal:**