

**THE FERTILISERS AND CHEMICALS  
TRAVANCORE LIMITED  
HEAD OFFICE  
UDYOGAMANDAL, KOCHI – 683 501**

Phone 0484 2545410, 2557775  
Fax 0484 2545410 web site: [www.fact.co.in](http://www.fact.co.in)

**TENDER No.Sr.M(PR&ADMN).HO.PR.201.074 Dated : 13.06.2018**

Tender Document for  
“Empanelment of Advertising & PR agencies  
for releasing Advertisements & other  
Publicity related activities for FACT”

Issued to: -----  
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Last date of submission of tenders : 14.00 Hrs. on 03.07.2018

Time and date of tender opening : 14 30 Hrs. on 03.07.2018

# THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED

Tender Document for “Empanelment of advertising and PR agencies for releasing advertisements & other publicity related activities for FACT”

TENDER No.Sr.M(PR&ADMN).HO.PR.201.074 Dated : 13.06.2018

## NOTICE INVITING TENDER

1. Sealed tenders are invited in the prescribed form in two cover system comprising a “Commercial Bid” and a “Price Bid” from reputed Advertising / Firms / Companies who are having adequate resources, sound financial background and technical capability for empanelling as Advertising and PR Agencies for releasing advertisements & other publicity related works of FACT as per the details furnished in the following documents.
  - a. Notice Inviting Tender
  - b. Instructions to tenderers - ANNEXURE I
  - c. Scope of Assignment- ANNEXURE II
  - d. General Conditions of Contract- ANNEXURE III
  - e. Information of the bidder - ANNEXURE IV
  - f. Experience Record- SCHEDULE - A
  - g. Details of financial turnover-SCHEDULE - B
  - h. Details of Documents submitted - SCHEDULE – C
  - i. Price Bid- ANNEXURE V
2. The tender documents can be purchased from the Sr. Manager (Admn & PR), FACT Ltd, Udyogamandal, on any working day free of cost. The tender documents can also be downloaded from FACT website ***www.fact.co.in***.
3. Tender documents should be submitted so as to reach the Bid Registration Cell, FACT P D Administrative Building, Udyogamandal - 683 501, not later than the closing date and time as indicated in the tender published in newspapers.
4. The tender shall be accompanied by an Earnest Money Deposit (EMD) for Rs.25,000/- (Rupees Twenty Five Thousand only) in the form of Demand Draft drawn in favour of FACT LTD.
5. The time schedule for various activities in connection with the tender will be as follows:

- a. Tender Documents on Sale** : From 13.06.2018 up to 12 noon on 03.07.2018
- b. Closing date, time & place for submission of bids** : 14.00 Hrs. on 03.07. 2018, Bid Registration Cell, FACT PD Admn. Building, Udyogamandal 683 501.
- c. Date and time of Opening of the "Commercial Bid"** : 14.30 Hrs. on 03.07.2018
- d. Public opening of the "Price Bid" of qualified offers** : To be announced later.

Tenderers should send a "Letter of Authorisation" with attested specimen signature of their representatives who are deputed by them to be present at the time of opening of the tenders.

- 6.** Tender documents are non-transferable. Tenderers must obtain the Tender Documents in their own name and submit their Tenders directly.

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**Tender Document for “Empanelment of advertising and PR agencies for releasing advertisements & other publicity related activities for FACT LTD.**

## **ANNEXURE - I**

### **INSTRUCTIONS TO TENDERERS**

#### **1.0 SCOPE OF TENDER:**

Sealed tenders in two cover system are invited from eligible tenderers for empanelling as Advertising and PR Agencies for releasing advertisements & other publicity related works for FACT LTD.

#### **2.0 HOW TO PROCURE TENDER DOCUMENTS**

The tender documents (one copy) can be had from the Office of the Sr. Manager (PR & Administration) from 13.06.2018 to 03.07.2018, 12 noon during working days from 10 am to 4 pm or can be downloaded from the web site, [www.fact.co.in](http://www.fact.co.in)

#### **3.0 MINIMUM QUALIFYING CRITERIA**

The bidders wishing to participate must fulfil the following requirements and bids of only those agencies that fulfil these requirements will be considered for detailed evaluation:-

- a. The agency should have full-fledged office at Kochi with separate staff for art, client service, accounting, copy writing, DTP, visualising departments. They should have a minimum staff strength of 10 persons in their Kochi office. (Details of each staff member along with name, designation, mobile phone number, email id etc. should be attached.)
- b. They should have a minimum of five years standing in the advertising field. (Copy of documents in support of their incorporation should be attached.)

#### **4.0 SUBMISSION OF TENDER**

Last date and time for submission of completed tenders will be 03.07.2018, 14.00 hrs. FACT may at its discretion extend the date for receipt of tenders. Tenders received after the aforesaid time and date or the extended time and date, if any, will be rejected & returned unopened to the Tenderers.

**4.1** Tender shall be submitted in two separate sealed envelopes as mentioned below.

**4.1.A ENVELOPE "A":** The first envelope containing the commercial bid shall be sealed and superscribed with words **“Tender for empanelment of advertising and PR agencies for FACT” – ENVELOPE-A – COMMERCIAL BID** shall contain the following documents and information:

**i EARNEST MONEY DEPOSIT (EMD)**

The tender shall be accompanied by **Earnest Money Deposit of Rs.25,000/-** (Rupees Twenty Five Thousand only). **The tender not accompanied by EMD shall be treated invalid.** The Earnest Money Deposit shall be submitted in the form of demand draft drawn in favour of FACT on any Scheduled Bank or Nationalised Bank, having its branch at Kochi and payable at Kochi / Udyogamandal.

**ii** TIN/PAN certificate/allotment.

**iii** Details of staff available at Cochin Office.

**iv** One signed copy of terms and conditions.  
(All supporting documents to be furnished for minimum qualifying criteria)

**4.1. B ENVELOPE "B" (Price Bid)**

Envelope "B" should be properly sealed and clearly marked as "ENVELOPE- B" – PRICE BID" and shall contain the price bid as per the given format and shall be duly signed, stamped and complete. Envelope "B" should be submitted along with Envelope "A".

**4.1.C** The tenderer should note the following conditions carefully and comply with the same before and while submitting the tender. In case the following conditions are not complied with, the tender is liable to be rejected.

**a. EMD and Security Deposit**

**i** The tenders, which are submitted without EMD, will be considered as non-responsive and hence, liable for rejection.

**ii** The Earnest Money Deposit of unsuccessful tenderers will be returned on award of contract to the successful tenderer.

- iii The successful tenderer shall furnish security deposit of Rs.50,000/-, as cash deposit. This may be done by converting the Earnest Money Deposit of Rs.25,000/- into deposit, besides depositing the remaining Rs.25,000/-.
- iv The total amount deposited and guaranteed will be deemed as security for the due and proper fulfillment of the contract and will not carry any interest. Such deposit shall be forfeited on failure to perform or non-fulfillment by the agency of the terms and conditions of the contract.
- v Upon completion of period of contract, the security deposit remaining with FACT will be released after adjusting any amount due to FACT.
- vi No interest will be allowed on the Earnest Money Deposit from the date of its receipt until it is so refunded.
- vii No interest will be allowed on the security deposit until it is refunded on expiry of the contract.
- viii Earnest Money Deposit in the form of Bank Guarantee will not be accepted under any circumstances.

**b. The EMD shall be forfeited;**

- i In the event of the tenderer withdrawing / modifying their tender before the expiry of tender validity of 90 days from the date of submission & opening.
- OR**
- ii Failing to honour the award of contract as given by FACT, the tender shall liable to be cancelled and EMD forfeited.

**c. WITHDRAWAL OR MODIFICATIONS**

Any withdrawal or modifications are permitted at the discretion of the company only on request in writing till last date and time of submission of the Tender that means the tender cannot be withdrawn or modified after the last date and time of submission and in case the Tenderer modifies or withdraws his tender after the last date and time of submission of tender, clause No. 5.1(b) (i) will apply.

**d. DOCUMENT PRESENTATION**

- i The tenderer should quote their price only in ENVELOPE - "B" and as per the proforma attached with the tender document and should

ensure that both Envelope - A and Envelope - B are properly sealed separately.

- ii The Tenderer should not indicate their cost offer anywhere directly or indirectly in Envelope-A. Any such offer or indication may disqualify the Tenderer forthwith.
- iii Any envelope not sealed properly shall not be accepted unless it is sealed properly and presented within the notified time and date.
- iv The two sealed envelopes (i.e. Envelope -"A" and Envelope -"B") as mentioned above shall again be put together in one common cover and sealed. **This sealed cover shall be addressed to the Bid Registration Cell, FACT PD Administration Building, Udyogamandal - 683 501 and shall be superscribed with Tender No. Sr.M(PR&ADMN).HO.PR.201.074 Dated 13.06.2018 for "Empanelment of advertising agencies"**.
- v Tenderer shall complete all the Annexures & Schedules with all the information called for therein and sign with date and stamp on all the pages of the tender documents and the Schedules. Any tender not so completed is liable to be rejected. The Form of Tender and Schedules shall not be defaced in any way whatsoever or detached from the Conditions of Contract.
- vi The tenderer should not submit their offer with any conditions/ counter conditions anywhere in the tender document. The conditional tenders, if any, are likely to be summarily rejected.
- vii All the documents submitted should be bound/filed, indexed and page numbered.
- viii The tenderer shall examine all the tender conditions and the specification etc. in the tender documents.
- ix The bidders are requested to study the scope/nature of work before quoting.

## **5.0 AMENDMENT TO TENDER DOCUMENT:**

- i At any time prior to the deadline for the submission of Tenders, the company for any reason, whether at own initiative or in response to tenderers, may modify the Tender documents by an amendment.
- ii The amendment in the form of addendum will be sent in writing to all prospective tenderers who have collected the tender documents. The

amendments will also be posted on the web site. All the bidders who have downloaded the Tender Documents shall verify if any such amendment/modification has been issued, before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s)/ modification(s), if any, shall be binding on the bidders. No separate notice/ intimation of amendments/ modifications will be sent to those who have downloaded the document from the web.

- iii The company may, at its discretion, extend deadline for the submission of Tenders to enable prospective Tenderers to take the amendment into account while preparing the Tender.

#### **6.0 OPENING OF THE TENDERS:**

- i Commercial Bid, i.e. Envelope "A", will be opened on 03.07.2018 at 14.30 hrs, in the presence of those tenderers who may wish to be present. After opening the Envelope "A", the names of the tenderers will be announced.**
- ii The Envelope "B" i.e. Price Bid, shall be opened on the date so fixed by the company. The Envelope "B" will be opened only of those tenderers who will qualify in the Commercial Bid. The tenderers qualified in commercial bid will be informed in writing to attend the price bid opening.
- iii The tenderers who wish to witness the tender opening shall send letter of authorization with attested specimen signatures of their representatives who are deputed to attend the opening of tenders. Representatives without such authorization letters may not be permitted to be present to witness the tender opening.
- iv To assist in the examination, evaluation and comparison of tenders, FACT may ask tenderers, individually for clarification of their tender. The request for clarification and the response shall be sent in writing by Post and Fax but no change in price or substance of the tender shall be sought, offered or permitted.

#### **7.0 EVALUATION AND COMPARISON OF TENDERS:**

Only such tenders, as determined to be responsive to the requirements of the tender documents, will be evaluated. Other non-responsive tenders will be rejected. FACT's decision on this shall be final, conclusive and binding.



## **8.0 VALIDITY OF TENDER:**

The tender shall remain valid and open for acceptance for a period of 90 days from the date of opening of the tender. The company reserves the right to extend the period of validity for a specific period. The request and response thereto shall be made in writing by post or by fax. The tenderers will have an option to refuse the request without forfeiting their EMD. However in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender.

## **9.0 ACCEPTANCE OF TENDER:**

The company reserves the right to accept any tender in part or to reject any tender or all tenders without assigning any reasons whatsoever.

## **10.0 LANGUAGE OF THE TENDER**

The tender submitted by the tenderer and all correspondence and documents relating to the tender exchanged by the tenderer and FACT shall be written in **ENGLISH LANGUAGE**. Any printed literature, other than in English language, shall be accompanied by an English translation, in which case for purpose of interpretation of the tender, the English translation shall govern.

## **11.0 EMPANELMENT OF AGENCIES**

- i** FACT may consider empanelment of more than one advertising agencies for releasing advertisements in Newspapers/TV channels and other connected activities.
- ii** Selection Procedures: Apart from qualifying the minimum qualification criteria, the selection shall be based on the following:
  - a.** Highest discounted rate offered.
  - b.** In addition to the bidder offering the highest discount, FACT shall have the option to consider the 2<sup>nd</sup> highest discount offer of the tenderers provided they agree/conform to match their discount rates with that of the highest tenderer. If the second highest bidder declines to match their discount offer with that of the highest bidder, the chance will be given to the third highest bidder and so on.
  - c.** The party who quotes the highest discount will get 70% of the total advertisements works from the company and the remaining will be given to the second party duly selected.

## **ANNEXURE - II**

### **SCOPE OF ASSIGNMENT**

#### **“Empanelment of advertising and PR agencies for FACT”**

The empanelled agencies are required to carry out one or more following assignments during the period of contract:

1. Publication of notices, tenders, financial statements, other advertisements etc. in newspapers and other periodicals/TV channels/radio/social media.
2. Designing and fabrication of hoardings / pavilions at exhibition venues, designing of display advertisements, brochures, pamphlets, notices, etc.
3. Any other publicity related works as may be given by the client.

#### **Special Terms & Conditions for empanelment of Advertising Agencies.**

1. The Agency shall have the responsibilities for delivering the advertisements of FACT to the Newspapers/periodicals/TV channels/radio and shall get the same published/broadcast/telecast as prescribed by FACT on the date specified.
2. FACT shall not bear any additional expenses for the release of the advertisements other than the fixed approved rates prevalent at the time of release of the advertisement.
3. The agency must get tariff approved by FACT for all media before releasing from time to time.
4. FACT shall choose the newspapers/media and their editions in which the advertisements are to be published.
5. The agency must release the advertisement after approval of proof from FACT and only to the papers/media mentioned in the Release Order. The advertisements must be published on the specified date or within specific time mentioned in the Release Order.
6. The agency is solely responsible for any sort of legal complications arising due to their negligence, mistakes and consequences arising thereof on the parts of the agency. The agency at a later date shall not make any plea of

- ignorance of relevant laws and shall not blame FACT for any such ignorance on their part.
7. The agency shall nominate a person / officer from the agency to be available to FACT for liaison and the telephone number address etc., of such person shall be furnished to Sr. Manager (PR&Admn), FACT and he should be available at any time required by FACT.
  8. Service should be available all the time as and when required by FACT.
  9. In case of non-acceptance of advertisement order, the same will be given to another agency in the panel and such non-acceptance will lead to termination from the panel.
  10. If the agency fails to observe the time limit prescribed by FACT for publication of the advertisement, no bills will be entertained for such delayed advertisement.
  11. The agency must extend their services in all the working days and should be prepared to extend their services on holidays also, if required.
  12. If the service provided by agency is found to be unsatisfactory at any time/ or it is found that the information provided for empanelment is false, and or the amount charged is higher than the applicable tariff of the Newspaper / publications, FACT will have the right to blacklist such agency and remove them the empanelled list without further notice.
  13. The agencies empanelled should also carry out other publicity related jobs if the company desires so, at mutually agreed terms.

### **Penalty Clause**

If the agency fails to carry out our work orders with regard to release of advertisements, other publicity activities, printing of brochures, preparation of corporate advertisement materials or any other activity coming under the contract with the said agency, FACT will have the full freedom to forfeit the security deposit of the party and also to take other punitive measures as deemed fit.

## **ANNEXURE - III**

### **GENERAL CONDITIONS OF CONTRACT**

1. In the contract (as hereinafter) defined, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

a **“FACT LTD/COMPANY”** means **THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED** having its registered office at Eloor, Udyogamandal, 683 501.

b **“BIDDER(s)”** means the person or persons, firm, corporation, consortium or company who submits the TENDER for the subject work.

c **“AWARD PRICE”** means the sum/discount rate in percentage quoted in the tender submitted by the successful bidder with any modification thereof or addition thereto or deduction there from as may be made under the provisions contained in the Tender Document.

d **“ASSIGNMENT”** means the services to be provided by the agencies as detailed in the Scope of Work in this Tender Document.

e **“COMPLETION PERIOD”** shall mean the period mentioned in the order for completing the work assigned to the Agencies.

### **2. Care and Diligence**

The bidder shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the company for the proper, efficient and effective execution of their duties.

### **3. PERIOD OF CONTRACT**

The empanelment of selected agencies shall be initially for a period of two years, which may be extended by another one year depending upon the performance of the agencies and at the discretion of FACT. The rates quoted by them shall be valid for the extended period also.

#### **4. TERMINATION ON DEFAULT AND PENALTY**

FACT may without prejudice to any other remedy as may be available for breach of contract, by a written notice, sent to the agency, may terminate the contract in whole or in part, once any default is noticed.

- a.** If the agency fails to deliver / undertake any or all of the services within the time period(s) specified in the contract / work schedule/ request, or any extensions there of granted by FACT
- b.** If the agency fails to perform any other obligation(s) to the satisfaction of the company under the Contract, FACT may terminate the contract in whole or in part with the said agency and the company reserves the right to get the remaining services executed by another agency of its choice, by giving one month's notice and in that eventuality the agency is bound to make good the additional expenditure, that FACT may have to incur in executing the remaining part of the contract.
- c.** If the agency fails to carry out our work orders with regard to release of advertisements, other publicity activities, printing of brochures, preparation of corporate advertisement materials or any other activity coming under the contract with the said agency, FACT will have the full freedom to forfeit the security deposit of the party and also to take other punitive measures as deemed fit.

#### **5. SECURITY DEPOSIT**

All compensations or other sums of money due from the contractor under the terms of this contract shall be deducted from his security deposit. In the event of his Security Deposit being reduced by reason of any such deductions, the contractor shall within 10 days make good in cash any sum or sums which may have been deducted from his Security Deposit.

#### **6. DISPUTES BETWEEN THE AGENCIES AND FACT LTD.**

In the event of any dispute arising between the agency and the company in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit the same to arbitration under the ICADR (International Centre for Alternative Dispute Resolution) Arbitration Rules 1996. The authority to appoint the arbitrator shall be the International Centre for Alternative Dispute Resolution. The number of Arbitrator shall be one and the language of the arbitration proceedings shall be English.

## **7. FORCE MAJEURE**

Neither the Contractor nor FACT shall be considered in default in the performance of their obligations under the Work Order so long as the performance is prevented or delayed because of Force Majeure conditions like war or hostilities, riots or civil commotion, earth quake, flood or tempest, drought, accident, fire or explosion, labour strike or lock out or Act of God or because of any law and order proclamation, regulation of ordinance of Government or subdivision there of and situation arising out of our plant break downs. Notice of a Force Majeure situation shall be given by the affected party to the other party within one week of its occurrence. Should such delay be for more than three months, FACT shall have the right to cancel the Work Order at no charge to FACT and FACT shall be entitled to reimbursement of any amount due from the Contractor.

Any legal proceedings relating to the contract shall be limited to the courts of law under the jurisdiction of Kerala High Court at Ernakulam.

## **8. Terms of Payment**

- a. Payments shall be made on submission of bills in duplicate along with the publication bills and tear sheets of the publications or other documents as applicable.
- b. The payment will be made on the 60<sup>th</sup> day of the publication of advertisements, provided the bills are submitted at least 15 days in advance without any anomalies.
  - i Service Tax as applicable shall be paid extra.
  - ii Income Tax at the prevailing rates shall be deducted from each running bill.

## **9. Fraud Prevention**

The agency should adhere to the Fraud Prevention Policy of FACT and should not indulge or allow anybody else working in their organization to indulge in fraudulent activities and would immediately apprise the company of the fraud/suspected fraud as soon as it comes to their notice.

10. The Sr. Manager (ADMN & PR) is the nominated officer and in-charge of this work.

**TENDER No.Sr.M(PR&ADMN).HO.PR.201.074 Dated : 13.06.2018**

**ANNEXURE - IV**

**THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED**

**INFORMATION OF THE BIDDER**

- I.** Name of the Agency :
- II.** Address of Kochi Office :
- Tel: Nos. :
- Mobile No. :
- Name of the contact person :
- E-Mail ID :
- Website if any :
- IV.** Year of Establishment :
- V.** Details of staff at Kochi office :
- XI.** Any other relevant information :  
that would be useful in the context

I/We do hereby certify that the information as provided above is correct and true in all respects. I/we know that in case of furnishing any false information, the application shall be liable for rejection, besides initiation of penal proceeding by FACT.

Place : Signature :

Date : Name :

TENDER No.Sr.M(PR&ADMN).HO.PR.201.074 Dated : 13.06.2018

**SCHEDULE – ‘A’**

**EXPERIENCE RECORD**

Experience in the last five years in similar work

Sl. No.	Client – Name & address/Telephone/email	Period of contract		Contract amount	Remarks
		From	To		

Date:

Signature :

Name :

Address :



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**SCHEDULE – ‘B’**

**NAME AND ADDRESS OF THE BANKERS OF THE AGENCY**

.....  
.....  
.....  
.....  
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**SIGNATURE OF THE TENDERER**

TENDER No.Sr.M(PR&ADMN).HO.PR.201.074 Dated : 13.06.2018

**SCHEDULE – ‘C’**

**LIST OF DOCUMENTS TO BE SUBMITTED BY THE TENDERER  
IN ENVELOPE ‘A’ – COMMERCIAL BID SCHEDULE**

<b>Sl. No</b>	<b>Description of Documents</b>	<b>Whether submitted by the Tenderer (Yes/No).</b>
1	EMD for Rs.25,000/- in the form of DD	
2	Tender document duly filled in except price schedule signed and stamped on all the pages.	
3	Information regarding experience in the advertisement field/similar works.	
4	Copy of TIN/PAN certificate	

Note: All the documents submitted by the tenderer shall be neatly bound / filed and page numbered or properly marked.

Tenderer's Signature..... & seal

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**ANNEXURE - V**

**PRICE BID**

To

The Sr. Manager (PR&Admn)  
FACT LTD  
Udyogamandal

Sir,

I/We have read and understood the terms and conditions for empanelment of advertising and PR agencies for FACT LTD and agreed to abide by the same.

I/We hereby offer .....% (in words.....)  
discount on the total advertisement bill, excluding taxes, (bound on the tariff of the News papers / publications / electronic media) to FACT LTD, on release of each advertisement to media through us.

Place :

Signature :

Date :

Name :

(SEAL)