

**F.No. 39011/03/2017-Gen Admin**  
**Government of India**  
**Ministry of Chemical and Fertilizers**  
**Department of Fertilizers**

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**Notice Inviting Tender for Annual Subscription of Reputed Fertilizer Magazine-Reg.**

<b><u>Important Dates</u></b>	
<b>Published Date</b>	<b>22<sup>nd</sup> Sept. 2021</b>
<b>Bid Document Download Start Date</b>	<b>22<sup>nd</sup> Sept 2021</b>
<b>Web Address to download the document</b>	<b><a href="http://www.fert.nic.in">www.fert.nic.in</a></b>
<b>Bid Submission End Date</b>	<b>12:00 Noon, 4<sup>th</sup> Oct 2021</b>
<b>Date of Technical Bid Opening</b>	<b>3:00 PM, 4<sup>th</sup> Oct 2021</b>

**NOTICE INVITING TENDER (NIT)**

Bids are invited by Department of Fertilizers from reputed companies/firms/publisher's/ publication houses for online annual subscription of reputed Fertilizer Magazines publishing the well-researched authentic fertilizer data including the trends in the international prices of fertilizers and constituents of fertilizers (raw materials).

1.2. Bids are invited in the Two Bid System i.e. Technical Bid and Financial Bid. The Technical bid shall be submitted as per the **Annexure-1** and financial bid shall be submitted as per **Annexure-2**. The bidders should ensure that Technical bid and Financial Bid shall be completed in all respect and shall be delivered by superscribing the envelope as "NIT for Annual Subscription of Fertilizer Magazine" addressed to The Under Secretary (Gen Admin), Department of Fertilizers, Shastri Bhawan, New Delhi-110001. The bids shall be delivered on or before the date and time as indicated in the Tender document.

  
22/9/2021  
तिलक राज / TILAK RAJ  
अवर सचिव / Under Secretary  
रसायन एवं उर्वरक मंत्रालय  
Ministry of Chemicals & Fertilizers  
उर्वरक विभाग / Department of Fertilizers  
भारत सरकार / Govt. of India  
नई दिल्ली / New Delhi

### 1.3 ELIGIBILITY CRITERIA FOR BIDDERS: -

1.3.1 The Publication House shall have minimum of three years of experience in the publication of the Fertilizer Magazine. Companies/Firms / publishers/ are required to have at least three years of experience in the supply and distribution of the fertilizer magazine internationally. The bidders shall attach the copies of the supply orders and certificates of work completion as a proof regarding the compliance of the criteria.

1.3.2. The bidder shall have a minimum turnover of Rs. 10,00,000/- (Rupees Ten Lakhs only) per annum during each of the last three years. Certified Copies of Annual Turnover Certificate shall be enclosed to comply the criteria.

1.3.3. The bidder shall not be blacklisted by any of the Ministry/ Department/ organization of the Government of India. A duly signed undertaking to this effect must be submitted with the technical bid.


1.3.4. The bidder must possess the valid GST, PAN Number. Copies of the same shall be submitted along with the technical bid along with copies of Income Tax Return filed acknowledgements for last 3 years.

1.3.5. The bidder should be a publisher registered in India or should be 100% subsidiary in India of parent company or agent/distributor of the publisher if any. Joint Ventures are not accepted.

1.4. Earnest Money Deposit of Rs. 50,000/-Rupees Fifty Thousands only) in the form of Demand Draft in favour of The Pay and Account Officer, Department of Fertilizers, payable at New Delhi, shall be enclosed along with the Technical Bid Document. EMD of lesser amount shall not be acceptable.

1.5. One bidder is required to submit only one bid comprising of Technical and Financial Bid. No multiple bids are allowed to be submitted by single bidder. In case multiple bids are received from a single bidder, all the bids of that bidders are liable to be summarily rejected.

1.5.1. Financial Bids shall be submitted as per **Annexure-2** enclosed in the NIT document.

  
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1.6. Both Technical and Financial Bids shall be submitted concurrently. The Technical Bid and Financial bid shall be submitted in separate sealed covers together with superscribed as "Quotation for Annual Subscription of the Fertilizer Magazine." Both bids are required to be submitted in a Sealed Envelope with superscribed as "Quotation for Annual Subscription of the Fertilizer Magazine."

1.7. Bids not submitted in the above format shall be summarily rejected.

1.8. Department of Fertilizers reserves the right to extend the last date of submission of the bid document.

1.9. In case of the discrepancy noted in the bids submitted by the bidders, the decision taken by the Competent Authority in Department of Fertilizers shall be final and shall be binding on the bidders.

1.10. The bids shall be valid for a period of 90 days from the date of last submission of the bids. Bidders shall not be allowed to change the bid in any form, after the last date of submission of the bids.

1.11. The language of the Tender shall be English.

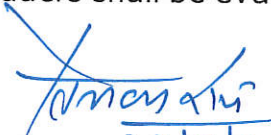
2. Opening of Technical and Financial Bids: -

2.1 Bids received along with the Earnest Money Deposit(EMD) will be opened as per stipulated date and time indicated in the NIT in the presence of the bidder's representatives, if available in Room No. 205-D, Wing, Shastri Bhawan, New Delhi-110001. Bids received without EMD shall be rejected straightway.

2.2. The bids shall be evaluated by the duly constituted Committee in Department of Fertilizers.

2.3. The Department reserves the right to call the technically qualified vendors for presentation of the services of the magazine being offered. The decision to open the financial bids on the basis of presentation shall be reserved with Department of Fertilizers. No representation shall be addressed/ entertained in this regard.

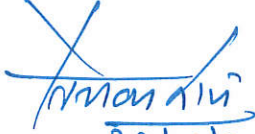
2.4. Financial Bids of only Technically Qualified bidders shall be evaluated.

  
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- 2.5 The date and time of the opening of the Financial bids shall be communicated to the Technically qualified bidders preferably through e-mail.
- 2.6. No change in the Financial bid shall be allowed by the Department after the last date of submission of the bids.
- 2.7. In case, there is holiday on the date of opening of tenders, they shall be opened on the subsequent working day.
- 2.8. Earnest Money Deposit of the unqualified bidders shall be returned after the 30 days of the award of the contract to the successful bidder.
- 2.9. Bidders are not allowed to withdraw the bids after the opening of the Technical bids. In case, the bidder withdraws after opening of the technical bid, his EMD is liable to be forfeited by the Department.
- 2.10. Department reserves the right to annul the tender process at any time without assigning any reasons whatsoever.
- 2.11 The Department reserves the right to relax/ withdraw any of the terms and conditions mentioned in the Tender Document any time with the approval of the Competent Authority.
- 2.12. The Department reserves the right to increase/ decrease in the quantity of the items ordered during the period of contract without any changes in the rates offered per quantity and other terms and conditions of the tender document.

3. PERFORMANCE BANK GUARANTEE

3.1. Successful bidder shall be required to submit a Performance Bank Guarantee from a nationalized bank of 3% of the total contract (inclusive of GST) at the time of entering into the contract. The Bank Guarantee shall be submitted within a period of 30 days of the award of contract. In case of failure of submission of the Bank Guarantee within the stipulated time, the EMD of the successful bidder shall be liable to be forfeited by the Department.

  
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3.2. Bank Guarantee shall be made in favor of Pay and Accounts Officer, Department of Fertilizers, New Delhi.

3.3. Bank Guarantee shall be valid for a period of 60 days after the expiry of the contract period. No interest shall be payable by the Department on the refund of the PBG as stipulated in the tender document.

3.4. In case of violation of any of the any provision of the contract, the Bank guarantee of the successful bidder is liable to be forfeited by the Department.

#### SCOPE OF WORK

4.1. The subscribed magazine should contain the well-researched country wise data regarding the Weekly international market prices/import prices of fertilizers and their constituents raw materials).

4.2. The subscribed magazine must contain the data related to Weekly international market prices/import prices of following fertilizers: -

- i. Nitrogen/Urea
- ii. Phosphorus
- iii. Potash
- iv. Sulphur/SULPHURIC ACID
- v. AMMONIA
- vi. DAP
- vii. PHOSPHORIC ACID
- viii. PHOSPHATE ROCK

#### 5. GENERAL TERMS AND CONDITIONS

5.1. The firm/ agency must have requisite trade and other licenses required to do businesses of e-subscription of magazines for which the bid is being made.

5.2. No responsibility/ liability of Department of Fertilizers shall lie regarding violation of any of the Intellectual Property Right Laws, Copyright Laws and other relevant laws w.r.t. subscription of the magazine. The same shall lie with the successful bidder with whom the Department of Fertilizers

shall enter into contract for supply of the subscription of the magazine. Department shall not be made liable in any Court of Law for violation of any other relevant law for accessing the content of the magazine during the period of subscription. The responsibility shall lie with the concerned supplier of the magazine.

5.3. The contract signed between DoF and the successful bidder shall be initially for period of one year which shall be further extendable for a period of two years with one year at a time subject to the mutual consultations of the successful bidder and Department of Fertilizers with approval of the Competent Authority in the Department of Fertilizers.

5.4. The subscribed magazine shall be supplied to the Department in e-mode as per the request of the Department of Fertilizers intimated to the successful bidder.

5.5. The successful bidder shall, throughout the Subscription Period, make available the subscribed materials to the Department of Fertilizers without any further cost other than that contracted rate. The successful bidder has to bear the cost of any hardware, software etc. required (if any) for accessing the subscription during the contracted period.

5.6. DoF shall not be liable for any audit in any form w.r.t the subscribed material.

5.7. The vendor on the written request of Department of Fertilizers shall indemnify against any and all loss, damage (including statutory damages), claims, costs and expenses (including legal and other professional costs and expenses), and liabilities suffered or incurred in connection with any unauthorized use or redistribution of any of the subscribed material which shall also include the infringement related to Intellectual Property Rights, Copyrights and other relevant laws regarding the subscribed magazine.

5.8. The firm/publisher shall ensure the delivery of subscribed magazine timely. In case, there is change in the control (through sale, transfer etc) of the parent firm/ publisher of the magazine, the same should be intimated to this Department in sufficient time so as to enable this Department to take decision as to whether the subscription has to continue or otherwise.

5.9 Each issue of the subscribed magazine shall be supplied not later than 3 days from date of its issue.

5.10. Selected Firm/Publication House/ Publisher upon the receipt of the confirmation order shall process the subscription of DoF and make advance payment to the respective publisher. The invoice shall be submitted to this Department within 30 days from the date of the order along with the proof of draft remittance and subscription Name, Number and Date, from the publisher.

5.11. DoF reserves the right to cancel the contract at any time with one-month prior notice.

5.12. DoF shall intimate the vendor regarding the number of users in Department from initial contracted number of 3 users. This may increase/decrease time to time as per the requirement of this Department which shall be informed to the vendor well within a time of 15 days before such increase/ decrease in the number of users to be intended by DoF.

6. PAYMENT TERMS AND CONDITIONS

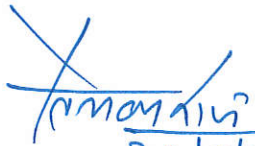
6.1. No advance payment shall be made to successful bidder.

6.2. Quarterly payment shall be made to the successful bidder on receipt of the bill for a quarter including the tax amount. The amount of bill shall be divided into 4 equal party of the entire contract value.

6.3. Liquidity Damages: - In the event of supplier's failure to provide the subscribed magazine within time, Department at its discretion may withhold any payment until the completion of contract. DoF may also deduct from the vendor liquidity damages to the tune of 1% of the contracted value for the delayed/ undelivered, stores/ services mentioned above for every week of delay or part of a week, subject to the maximum of 5% of the contracted value.

FORCE MAJEURE

7.1. Department may consider relaxing the penalty and delivery requirements, as specified in this Tender Document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of a Force Majeure;

  
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7.2. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as natural disasters, act of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidders premise, etc;

### SETTLEMENT OF DISPUTES

8.1. All disputes, difference and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Secretary, D/o Fertilizers or any person nominated by her/him;

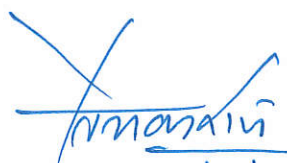
8.2. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties;

8.3. No part of the agreement shall be suspended on the ground of pending arbitration proceedings;

8.4. The decision of the sole arbitrator shall be final and binding on the parties.

8.5. The contract shall be construed and governed by the applicable Laws of India and the jurisdiction shall lie within the Courts at New Delhi, India.

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**Technical Bid Document**

1	Name of the firm/ company/ publisher	
2.	Address of the Registered Office	
3.	Telephone Number:- Fax Number(if any):- e-mail addrees:-	
4.	Earnest Money Deposit(EMD)	Yes/ No.
5.	EMD Details  Demand Draft No :- Date :- Amount in Figures :- Amount in Words :-	
6.	Copy of constitution or legal status of the sole proprietorship firm/ company etc.	
7.	Status of bidder whether 100% subsidiary in India of parent company or agent/ distributor of the publisher (attach proof thereof)	
8.	PAN No.(Attach Copy)	
9.	GST No.(Attach Copy)	
10.	Details of clients.	
11.	Copy of Income Tax Returns filed during last 3 years.	

12.	Copy of Certified Annual Turnover Certificate	
13.	Name of the Magazine whose subscription is being offered.	

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## **DECLARATION**

1. I/ We.....(Name of firm/publisher/Publishing house do hereby declare that the entries made in this application form are true to the best of our knowledge and the information furnished is correct. In case, if it is found incorrect, I/ We have no objection if my/ our bid is rejected or cancelled by D/o Fertilizers and I/ We abide by the terms and conditions given in the tender document.

2. Mr/Ms.....whose, signatures are given below is an authorized representative of this firm.

3. I/We also undertake the responsibility to communicate all subsequent changes in the constitution or working of the firm, affecting the accuracy of the facts, stated above.

4. . I/ We.....(Name of firm/publisher/ Publishing house) do hereby declare that I/we have not been blacklisted by any of the Ministries/ Departments/ Autonomous bodies of the Government of India.

(Signature of the Proprietor)

(Official Seal)

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**Financial Bid Document**

S.No.	Name of the Magazine being offered	Price per user (In INR(₹))	GST (In INR(₹))	Total (In INR(₹))
1				

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(Signature of Bidder with Official Seal)

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