



<b>Basic Details</b>			
<b>Organisation Chain</b>	ANERT		
<b>Tender Reference Number</b>	ANERT-TECH/4/2024-PE1(RTS)		
<b>Tender ID</b>	2024_ANERT_641984_1	<b>Withdrawal Allowed</b>	Yes
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Service
<b>Tender Category</b>	Services	<b>No. of Covers</b>	1
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No
<b>Payment Mode</b>	Online	<b>Is Multi Currency Allowed For BOQ</b>	No
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No

<b>Payment Instruments</b>		
<b>Online Bankers</b>	<b>S.No</b>	<b>Bank Name</b>
	1	SBI MOPS

<b>Cover Details, No. Of Covers - 1</b>			
Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical/Finance	.pdf	Technical Bid
		.pdf	Financial Bid in Letter Head
		.xls	Financial bid

<b>Tender Fee Details, [Total Fee in ₹ * - 2,950]</b>			
<b>Tender Fee in ₹</b>	2,950		
<b>Fee Payable To</b>	Nil	<b>Fee Payable At</b>	Nil
<b>Tender Fee Exemption Allowed</b>	Yes		

<b>EMD Fee Details</b>			
<b>EMD Amount in ₹</b>	0.00	<b>EMD through BG/ST or EMD Exemption Allowed</b>	No
<b>EMD Fee Type</b>	fixed	<b>EMD Percentage</b>	NA
<b>EMD Payable To</b>	Nil	<b>EMD Payable At</b>	Nil

<b>Work /Item(s)</b>					
<b>Title</b>	Request for Selection of Advertising Agency for Publishing Advertisement in Newspapers on Maximum Discount Basis				
<b>Work Description</b>	Request for Selection of Advertising Agency for Publishing Advertisement in Newspapers on Maximum Discount Basis				
<b>Pre Qualification Details</b>	Please refer Tender documents.				
<b>Independent External Monitor/Remarks</b>	NA				
<b>Tender Value in ₹</b>	NA	<b>Product Category</b>	Advertisement Services	<b>Sub category</b>	NA
<b>Contract Type</b>	Empanelment	<b>Bid Validity(Days)</b>	365	<b>Period Of Work(Days)</b>	7
<b>Location</b>	Thiruvananthapuram	<b>Pincode</b>	695033	<b>Pre Bid Meeting Place</b>	NA
<b>Pre Bid Meeting Address</b>	NA	<b>Pre Bid Meeting Date</b>	NA	<b>Bid Opening Place</b>	Online
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		

<b>Critical Dates</b>			
<b>Publish Date</b>	09-Jan-2024 01:00 PM	<b>Bid Opening Date</b>	15-Jan-2024 04:00 PM
<b>Document Download / Sale Start Date</b>	09-Jan-2024 01:00 PM	<b>Document Download / Sale End Date</b>	15-Jan-2024 03:00 PM
<b>Clarification Start Date</b>	NA	<b>Clarification End Date</b>	NA
<b>Bid Submission Start Date</b>	09-Jan-2024 01:00 PM	<b>Bid Submission End Date</b>	15-Jan-2024 03:00 PM

**Tender Documents**

<b>NIT Document</b>	<b>S.No</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>
		1	Tendernotice_1.pdf	NIT and Abstract

  

<b>Work Item Documents</b>	<b>S.No</b>	<b>Document Type</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>
		1	Tender Documents	TD.pdf	Tender Document
	2	BOQ	BOQ_979854.xls	Financial Bid	330.50

**Tender Inviting Authority**

<b>Name</b>	CEO ANERT
<b>Address</b>	Office of CEO, ANERT Law College Road, Vikas Bhavan. PO, Thiruvananthapuram - 695 033



**AGENCY FOR NEW & RENEWABLE ENERGY  
RESEARCH AND TECHNOLOGY (ANERT)**

Department of Power, Government of Kerala  
Thiruvananthapuram, Kerala – 695 033;  
[www.anert.gov.in](http://www.anert.gov.in) , [projects@anert.in](mailto:projects@anert.in)

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## **E-TENDER DOCUMENT**

***Request for Selection of Advertising Agency  
for Publishing Advertisement in Newspapers  
on Maximum Discount Basis***

**Ref. No.: ANERT-TECH/4/2024-PE1(RTS)**

### **VOLUME – 1: GENERAL CONDITIONS**

**Date of Publishing of Bids : - 09/01/2024**

**Date of Submission of Bids : - 15/01/2024**

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## E-TENDER NOTICE

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Competitive e-tenders in two cover system with Earnest Money Deposit (EMD) and Price Bid are invited from Media Agencies having relevant experience in PR works and Media outreach for the ***Request for Selection of Advertising Agency for Publishing Advertisement in Newspapers on Maximum Discount Basis***. The e-tender documents can be downloaded from the e-tendering website of Govt. of Kerala, Tender form will not be available in any other form.

Thiruvananthapuram

09/01/2024

Sd/-

CEO

## TENDER ABSTRACT

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Ref. No.	<b>ANERT-TECH/4/2024-PE1(RTS)</b>
Name of Work	<b>Request for Selection of Advertising Agency for Publishing Advertisement in Newspapers on Maximum Discount Basis</b>
Download of Tender Form	<a href="http://www.etenders.kerala.gov.in">http://www.etenders.kerala.gov.in</a>
Last date of submission of Tender	15/01/2024 @ 4.00 PM
Date and Time of opening the Tender	15/01/2024 @ 4.30 PM
Cost of Tender form	<b>Rs. 2,950/- (Incl GST)</b>
Availability of Tender Forms	Website <a href="http://www.etenders.kerala.gov.in">http://www.etenders.kerala.gov.in</a>
Place of opening of tender	Office of CEO, ANERT Law College Road, Vikas Bhavan. PO, Thiruvananthapuram – 695 033, Kerala

Thiruvananthapuram

09/01/2024

Sd/-  
CEO

## GENERAL TERMS AND CONDITIONS FOR E-PROCUREMENT

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This e-Tender is being published for the Request for Selection of Advertising Agency for Publishing Advertisement in Newspapers on Maximum Discount Basis. The tender is invited in one cover system through e-procurement portal of Government of Kerala ([www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)

### 1. ONLINE BIDDER REGISTRATION PROCESS:

- 1.1 Bidders should have a Class III or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on [www.cca.gov.in](http://www.cca.gov.in). Once, the DSC is obtained, bidders have to register on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.
- 1.2 Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471- 2577088, 2577188, 2577388 or 0484 – 2336006, 2332262 - through email: [etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in) for assistance in this regard

### 2. ONLINE TENDER PROCESS:

The tender process shall consist of the following stages:

- i. **Downloading of tender document:** Tender document will be available for free download on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. Pre-bid meeting: Through online platform to be informed later through ANERT website – [www.anert.gov.in](http://www.anert.gov.in)

- iii. Publishing of Corrigendum: All corrigenda shall be published on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and shall not be available elsewhere.
- iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. **Opening of Technical Bid and Bidder short-listing:** The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of required qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- vi. **Opening of Financial Bids:** Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

### **3. DOCUMENTS COMPRISING BID:**

3.1 (a) The First Stage - Part-I Pre- Qualification cum Technical Bid with Commercial terms without Price Bid

Technical proposal shall contain the scanned copies of the following documents which every bidder has to upload:

**Part -1** shall contain, Part-I (this document in PDF form)/scanned copies of:

- i. Part I of the tender documents downloaded (signed with office seal)
- ii. Summary of Bid qualification requirement (Annexure I-A)
- iii. Agreement in the prescribed format (Annexure I-C) on Govt. of Kerala stamp paper worth Rs.200/-
- iv. Copy of Registration Certificate of the bidder firm
- v. Copy of GST Certificate
- vi. Copy of PAN card /TAN
- vii. Copy of the work orders and certification regarding execution of the order, to prove the experience in executing similar orders, as specified



viii. Declaration of relationship with ANERT employee (format as in Annexure – ID)

3.1 (b) The Second Stage (Financial Cover as per two cover system):

**Part -2:** shall contain the Price Schedule as per BOQ in Excel format for this tender to be downloaded from e-tender website, duly digitally signed by the tenderer/authorized signatory of the tender.

3.2 The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

3.3 The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

3.4 Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non-responsive and rejected.

#### 4. TENDER DOCUMENT FEE

4.1 The Bidder shall pay, a non-refundable tender document fee of Rs. 2,950/- for participating in the tender.

4.2 Online Payment modes: The tender document fees and EMD can be paid in through e-Payment facility provided by the e-Procurement system. Bidders can make payment only via Internet banking facility

**State Bank of India Multi Option Payment System (SBI MOPS Gateway):** Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in eProcurement System.

<b>A) Internet Banking Options (Retail)</b>			
1	Allahabad Bank	32	Kotak Mahindra Bank

2	Axis Bank	33	Lakshmi Vilas Bank
3	Andhra Bank	34	Mehsana Urban Co-op Bank
4	Bandan Bank	35	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank
7	Bank of India	38	Punjab National Bank
8	Bank of Maharashtra	39	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	40	RBL Bank
10	BNP Paribas	41	Saraswat Cooperative Bank
11	Canara Bank	42	Shamrao Vithal Cooperative Bank
12	Catholic Syrian Bank	43	South Indian Bank
13	Central Bank of India	44	Standard Chartered Bank
14	City Union Bank	45	State Bank of India
15	Corporation Bank	46	Syndicate Bank
16	Cosmos Bank	47	Tamil Nadu Mercantile Bank
17	DCB Bank	48	Tamil Nadu Cooperative Bank
18	Dena Bank	49	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	50	TJSB Bank
20	Dhanalaxmi Bank	51	UCO Bank
21	Federal Bank	52	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	55	YES Bank
25	Indian Bank		
26	Indian Overseas Bank		
27	IndusInd Bank		
28	Jammu & Kashmir Bank		
29	Janata Sahakari Bank		
30	Karnataka Bank		
31	Karur Vysya Bank		

**B) Internet Banking Options (Corporate)**

1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	Shamrao Vitthal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		
17	Janta Sahakari Bank		
18	Jammu & Kashmir Bank		
19	Karur Vysya Bank		
20	Kotak Bank		

During the online bid submission process, bidder shall select **SBI MOPS** option and submit the page, to view the **Terms and Conditions** page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely **SBI** and **Other Banks\*** will be shown. Here, Bidder may proceed as per below:

- a) SBI Account Holders shall click **SBI** option to with its Net Banking Facility, where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.

b) *Other Bank Account Holders* may click ***Other Banks*** option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

*\*Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-*

*\* Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.*

## **5. SUBMISSION PROCESS:**

- 5.1 For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) along with online payment of tender document fees.
- 5.2 For page-by-page instructions on bid submission process, please visit [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and click “Bidders Manual Kit” link on the home page.
- 5.3 It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

## **6. VALIDITY**

- 6.1 The tender offer shall be kept valid for acceptance for a period of 12 months from the date of opening of offers. The offers with lower validity period are liable for rejection.
- 6.2 Further, the tenderer may extend the validity of the Bids without altering the substance and prices of their Bid for further periods, if so required

## **7. DEVIATIONS**

- 7.1 The offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.

## **8. BLACK LIST**

- 8.1 All the intending tenderers shall agree that in the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars, they shall be blacklisted for future tenders/ association with ANERT and EMD shall be forfeited against any losses incurred by ANERT.

## **9. BIDDER'S LOCATION**

- 9.1 The tenderers are requested to furnish the exact location of their office with detailed postal address and pin code, telephone and fax nos. etc. in their tenders.
- 9.2 All communication shall be made to the registered email of the bidder in the e-tendering systems and ANERT shall not be responsible for non-receipt or delay of any such communication.

## **10. CORRUPT AND FRAUDULENT PRACTICES**

ANERT requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in this proposal. In further pursuance of this policy, the selected service Provider(s) shall permit ANERT or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the records inspected by ANERT.

## **11. CONFLICT OF INTEREST**

- i. The service Provider(s) is required to provide professional, objective, and impartial services, at all times holding ANERT's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. The supplier has an obligation to disclose to ANERT any situation of actual or potential conflict that impacts its

capacity to serve the best interest of ANERT. Failure to disclose such situations may lead to the disqualification of the supplier or the termination of its Contract and/or sanctions by the Government.

- ii. Without limitation on the generality of the foregoing, and unless stated otherwise in this RFP, the Agency(s) shall not be hired under the circumstances set forth below may be in conflict with another assignment of ANERT.
- iii. Relationship with the ANERT staff: a service Provider (including its subsidiaries /partners) that has a close business or family relationship with a professional staff of the ANERT who are directly or indirectly involved in any part of the preparation of the Terms of Reference for the assignment, the selection process for the Contract, or the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to ANERT throughout the selection process and the execution of the Contract. Any other types of conflicting relationships as indicated in the RFP

## **12. CONFIDENTIALITY**

- i. From the time the Proposals are opened to the time the Contract is awarded, the agency (ies) should not contact any of the officials of ANERT on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the agency (ies) who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- ii. Any attempt by the agency (ies) or anyone on behalf of the Suppliers to influence improperly ANERT in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing Government sanctions procedures.
- iii. Notwithstanding the above provisions, from the time of the Proposals" opening to the time of Contract award publication, if a agency (ies) intends to contact ANERT on any matter related to the selection process, it should do so only in writing.

- iv. The Bids should be submitted only through the e-tender portal [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). Agency (ies) shall upload all the necessary documents in the e tender portal before the last date & time for online submission. Proposal received after the submission deadline will be treated as non-responsive and will be excluded from further evaluation process.
- v. Proposals must be direct, concise, and complete. ANERT will evaluate bidder"s proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this tender document. Bidders shall furnish the required information on their technical and financial proposals in the enclosed formats only. Any deviations in format or if the proper information are not provided properly, the tender will be liable for rejection. Tender Evaluation committee may seek clarification, if required, while evaluating the proposal.
- vi. The technical bid opening date, time and the address are as stated in the tender document. The Financial Proposal shall remain securely stored online till the technical evaluation is completed and the results intimated to all successful bidders

### **13. APPLICABLE LAW**

The work order shall be governed by the laws and procedures established by Government of Kerala, within the frame work of applicable legislation and enactment made from time to time concerning such commercial dealings. Any default in the terms and conditions of the document by the service provider will lead to rejection of work order.

### **14. AMENDMENT OF TENDER DOCUMENT**

At any time prior to the deadline for submission of the tender, ANERT may for any reason, modify the tender document. The amendment document/ corrigendum shall be notified through the website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and such amendments shall be binding on all the bidders.

## **15. COMMENCEMENT OF SERVICE**

The successful bidder should sign the contract agreement within 1 day of issue of work order. The successful bidder should start the services as defined in the scope of work within 3 days of Issue of work order.

## **16. GOVERNMENT OF KERALA - CORRUPT AND FRAUDULENT PRACTICES**

ANERT follows the policy of the Government of Kerala for anti-corruption and fraudulent practices to maintain sound procurement principles of open competition, economy and efficiency, transparency, and fairness. ANERT requires the agency (ies) to observe the following Government manuals (amended from time-to-time) during the selection process and in execution of such contracts The Kerala Financial Code (KFC), 2008 (7th Edition, 1st Edition was in 1963), The Stores Purchase Manual (SPM), 2013.



## CONDITIONS OF CONTRACT

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### 17. GENERAL CONDITIONS

- 17.1 The tenders should be submitted online at [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)
- 17.2 The tenders should be as per the prescribed form which should be downloaded from the e-tender website. The cost of tender forms should be paid online, and once paid will not be refunded. Tender forms are not transferable. Tenders that are not in the prescribed form are liable to be rejected.
- 17.3 Intending tenderers should submit their tenders on or before the due date and time mentioned in the tender abstract. Late tender will not be accepted.
- 17.4 The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection. The rates quoted should be for the unit specified in the schedule attached.
- 17.5 Tenders subject to conditions will not be considered. They are liable to be rejected on that sole ground.
- 17.6 The tenders will be opened online on the specified day and time in the office of the CEO, ANERT.
- 17.7 If any tenderer withdraws from his e-tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money if any, deposited by him, will be forfeited.
- 17.8 The final acceptance/rejection of the tenders rests entirely with CEO, ANERT who do not bind themselves to accept the lowest or any tender.
- 17.9 In the case of materials of technical nature, the successful tenderer should be prepared to guarantee satisfactory performance for a period of guarantee under a definite penalty. Communication of acceptance of the e-tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfilment of the contract within the period to be specified in the letter of acceptance. The agency shall have to pay all stamp duty, Lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out below:

- 17.9.1 The successful tenderer shall before sign the agreement and within the period specified in the letter of acceptance of his tender, deposit a sum equivalent to 3% of the value of the contract as security for the satisfactory fulfilment of the contract less the amount of money deposited by him along with his tender. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to ANERT and contract arranged elsewhere at the defaulter's risk and any loss incurred by ANERT on account of the purchase will be recovered from the defaulter who will however not be entitled to any gain accruing thereby.
- 17.9.2 In cases where a successful tenderer, after having made partial supplies fails to fulfil the contracts in full, all or any of the materials not supplied may at the discretion of the Purchasing Officer be purchased by means of another tender/quotation or by negotiation or from the next higher tenderer who had offered to supply already, and the loss if any caused to ANERT shall thereby together with such sums as may be fixed by ANERT towards damages be recovered from the defaulting tenderer.
- 17.9.3 If the agency fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract prices, as liquidated damages, a sum equivalent to 0.5 % of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract price of the delayed stores and services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the agency.
- 17.10 The Security deposit shall, subject to the conditions specified herein be returned to the agency within three months after the expiration of the contract but in the event of any dispute arising between ANERT and the agency, ANERT shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due

at any time from ANERT to the agency. In all cases where there are guarantee for the goods supplied, the security deposit will be released only after the expiry of the guarantee period.

- i. All payments to the agency will be made by CEO ANERT in due course **by NEFT Transfer only.**
  - ii. In the case of supplies from abroad, by drafts as may be arranged between the contracting parties. All incidental expenses incurred by ANERT for making payments outside the State in which the claim arises shall be borne by the agency.
- 17.11 The agency shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The agency shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the purchasing officer who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the agency or the subagency upon such rescission. Provided always that if such consent be given at any time, the agency shall not be relieved from any obligation, duty or responsibility under this contract.
- 17.12 In case the agency becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection or behalf of or his creditors or in case any receiving order(s) for the administration of his estate are made against him or in case the agency shall commit any act of insolvency or in case in which under any clause or clauses any act of insolvency or in case in which under any clause(s) of this contract the agency shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by the Purchasing Officer to the agency, be determined and ANERT may complete the contract in such time and manner and by such persons as ANERT shall think fit. But such determination of the contract

shall be without any prejudice to any right or remedy of ANERT against the agency or his sureties in respect of any breach of contract committed by the agency. All expenses and damages caused to ANERT by any breach of contract by the agency shall be paid by the agency to ANERT and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

- 17.13 Any sum of money due and payable to the agency (including security deposit returnable to him) under this contract may be appropriated by the CEO or any other person authorised by ANERT and set off against any claim of ANERT for the payment of a sum of money arising out of or under any other contract made by the agency with ANERT or any other person authorised by ANERT. Any sum of money due and payable to the successful tenderer or agency from ANERT shall be adjusted against any sum of money due to ANERT from him under any other contracts.
- 17.14 Every notice hereby required or authorised to be given may be either given to the agency personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the agency by post at his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the agency on the date on which in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.
- 17.15 No representation for enhancement of rate once accepted will be considered.
- 17.16 The prices quoted should be inclusive of GST and all other expenses which are or may become payable by the agency under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.
- 17.17 Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.
- 17.18 The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper of value Rs.200/-. A specimen form of agreement is given as Annexure I-C to this tender. Tenders without the agreement in stamped paper will be rejected outright.

- 17.19 Conditions in the technical document, technical specifications and special conditions of this tender document would override these general conditions, wherever applicable.
- 17.20 ANERT, by notice sent to the agency, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for ANERT's convenience, the extent to which performance of the Supplier under the contract is terminated, and the date upon which such termination becomes effective.
- 17.21 E-tender shall be opened at the time and date announced in the tender notice, and the price bid will be evaluated only after the technical evaluation.
- 17.22 In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Court within whose jurisdiction the CEO, ANERT voluntarily resides.
- 17.23 The Courts situated at the place where the headquarters of ANERT is situated viz, Thiruvananthapuram alone will have jurisdiction to entertain civil suits and all other legal pertaining to this contract.

## **18. RIGHT TO TERMINATE THE PROCESS**

ANERT reserves the right to terminate the RFP process at any time and without assigning any reason. The Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone. The Purchaser will not be liable in any way to any person in case of termination of this Bid process except that if the EMD has been received from the Bidder prior to such termination, the EMD will be returned (without any interest) as promptly as possible to the respective Bidders.

## **19. FORCE MAJEURE**

Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events:

Acts of God or events beyond the reasonable control of the affected party which could not reasonably have been expected to occur; exceptionally adverse weather conditions; lightning, earthquake, cyclone, flood, volcanic eruptions, land slide or fire; Radioactive contamination or ionizing radiation; strikes or boycotts (other than those

involving the service providers or its Employees/ representatives or attributable to any act or omission of any of them), interrupting service of the project for a period exceeding a continuous seven days; an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, riot, embargo, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of services by the service provider for a period exceeding a continuous seven days

## **20. DISQUALIFICATION**

The Proposal is liable to be disqualified in, inter alia, any of the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFP:

- i. Proposal not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal;
- ii. During validity of the Proposal, or its extended period, if any, the Bidder increases its quoted prices;
- iii. The Bidder's Proposal is conditional and has deviations from the terms & conditions of RFP.
- iv. The Proposal is received in incomplete form
- v. The Proposal is received after the due date and time
- vi. The Proposal is not accompanied by all the requisite documents
- vii. The information submitted in the Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any
- viii. The Commercial Proposal is enclosed within the technical Proposal or other Proposal
- ix. The Bidder tries to influence the proposal evaluation process by unlawful/corrupt/ fraudulent means at any point of time during the Bid process;
- x. In case any one party submits multiple proposals or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified, unless additional Proposals/Bids are withdrawn upon notice immediately

## 21. SPECIAL CONDITIONS

- 21.1 Each bidder should submit only one (1) bid. Any bidder who submits/participates in more than one bid for the work shall be disqualified.
- 21.2 The tenders will be opened at the date and time advised in the Bidding Document. If the due date for receiving and opening the tender happens to be declared holiday, then the tender will be received and opened on the very next day, for which no prior intimation will be given.
- 21.3 If the bidder has NOT submitted the requisite Agreement, OR if the price bid is not submitted along with the tender, such tenders will be summarily rejected.
- 21.4 This selection of newspaper advertising agency will be for a period of 01 years.
- 21.5 During the tender evaluation, ANERT may seek more clarifications/details from any or all of the tenderers, if felt necessary.
- 21.6 The bidder should have minimum experience of 3 years in the field of Publishing Advertisements in newspapers for Government/PSU/Central Autonomous Organizations. An Undertaking in this regard should be submitted along with details of work orders and completion certificates.
- 21.7 The Agency must prepare all typesetting, Artwork, translation if required. Etc. services free of cost & will collect the advertisement matter from concerned sections/departments in ANERT. The agency will strictly publish the Advertisements only as per instructions received from concerned advertisement issuing section.
- 21.8 Agencies who are member of INS (Indian Newspaper society) and are accredited to AAI (Advertising Agencies Association of India) shall be preferred in case the rates submitted by the agencies are same. Agencies need to submit copy of INS & AAI accreditation, wherever applicable
- 21.9 The price bids of the tenderers, which submitted the required documents only will be opened and the work will be awarded based on the evaluation after fulfilling all the requirements.
- 21.10 If the Advertisement is misprinted or published differently from the approved one, the empanelled agency will publish corrigendum / correct Advertisement in the same newspaper at their own cost on the next day positively. The draft regarding the same shall be provided by the bank separately.

- 21.11 The performance of the Agency shall be regularly reviewed on the key parameters of creativity, initiative, competency and response time and participation in the tendering process. In the event that Agency fails to meet our requirements, we shall be constrained to terminate the empanelment by serving one month's prior notice.
- 21.12 ANERT reserves the right to publish advertisements through PRD (under Third Party mode) or directly with the Newspaper if deemed appropriate during the contract period.
- 21.13 **The rate quoted should be inclusive of GST and all other expenses.**
- 21.14 The evaluation of the price bid will be based on the total excluding taxes.





**AGENCY FOR NON-CONVENTIONAL ENERGY &  
RURAL TECHNOLOGY (ANERT)**

Department of Power, Government of Kerala  
Thiruvananthapuram, Kerala – 695 033;  
[www.anert.gov.in](http://www.anert.gov.in) , [projects@anert.in](mailto:projects@anert.in)

## **E-TENDER DOCUMENT**

*Request for Selection of Advertising Agency for  
Publishing Advertisement in Newspapers on  
Maximum Discount Basis*

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**Ref. No.: ANERT-TECH/4/2024-PE1(RTS)**

### **VOLUME – 2: SCOPE OF WORKS**

**Date of Publishing of Bids : - 09/01/2024**

**Date of Submission of Bids : - 15/01/2024**

## REQUEST FOR SELECTION

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### 22. INVITATION TO BID:

- 22.1 **ANERT is the State Agency for Renewable Energy in Kerala** having its Headquarters at Thiruvananthapuram, Kerala and various district level offices. This Request for Selection (RFS) has been issued by the **ANERT** for the selection of Advertisement Agency for publish of Newspaper advertisements of ANERT on Discounted rate from the prevailing PRD rates .
- 22.2 In order to meet the requirements, the ANERT proposes to invite bids from Media agencies listed by PRD Kerala to undertake and provide services as per details/**scope of work** mentioned in this RFS document.
- 22.3 Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria** of this RFP and willing to provide the Services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).
- 22.4 Address for submission of Bids, contact details including email address for sending communications are given in this RFP document.
- 22.5 This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- 22.6 Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of providing services to ANERT are invited to submit their technical proposal in response to this RFS. The criteria and the actual process of evaluation of the responses to this RFS and the selection of Bidder will be entirely at ANERT's discretion. This RFS seeks proposal from Bidders who have the necessary experience, capability & expertise to provide ANERT the proposed Services adhering to its requirements outlined in this RFS.

### **23. SCOPE OF WORK:**

The proposed scope of work under this contract includes (but is not limited to) the following deliverables:

- i. Content development for advertisement in English and Malayalam
- ii. Designing of advertisement in English and Malayalam
- iii. Release of advertisements in specified newspapers
- iv. Collation of copies of all newspapers which have published the advertisement and supplying that to ANERT, Thiruvananthapuram along with bill.

To cater to such requirements, the advertising agency is required to have good infrastructure and have adequate experience in the field. These should include creation of artwork, concept, design, editing & release of advertisements in Newspapers.

Bidders are to quote the rate per Sq cm (multicolour) and the rates for Front Page Ad, Jacket cover etc for the newspapers mentioned for publish in Thiruvananthapuram edition and All Kerala edition in the commercial bid and in the BoQ excel sheet.

### **24. TERMS AND MODE OF PAYMENT**

- i. NO Advance payment will be provided.
- ii. Payment shall be made after receipt of the final bill, duly supported by all the newspaper clippings (in original). No extra payment shall be made for conceptualization, creation, designing and development of Advertisement or publication of press release in all the newspapers.
- iii. For facilitating Electronic Transfer of funds, the selected Agency will be required to indicate the name of the Bank & Branch, account number (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished (Required for the first payment only). These details should also be furnished on the body of every bill submitted for payments by the selected Agency.
- iv. Income tax, contribution to workers' welfare fund and other statutory deductions shall be made from the payment as per prevailing norms.

## **25. PENALTY IN CASE OF DELAY OR NOT PUBLISHING ADVERTISEMENTS**

- a. For delays - Rs. 500/- per day up to 2 days, if very purpose of advt. is not defeated & if acceptable to the advt. issuing authority. In case of a newspaper having multiple editions a penalty of 500/- only will be charged for all the editions (and not edition wise). No payment of bills for delays beyond 2 days.
- b. For non-publication - Rs.20,00/- (Rs Two Thousand only) per newspaper on first occasion. If this happens for second time in respect of any particular newspaper, a penalty of Rs. 5,000/- (Rs. Five thousand only) will be levied. And if so happens for third time in respect of the same newspaper, then penalty of Rs.10,000/- (Rs. Ten Thousand only) will be levied and contract will be terminated forthwith. With this punitive action agency will also be banned for future contracts.
- c. Newspapers' complaints of non-receipt of advertisements & not payment of bills against the agency will be viewed seriously & this may result in discontinuance of contract forthwith.

## **26. CANCELLATION / TERMINATION OF CONTRACT**

- i. In cases where the contractor fails either to accept the order or to acknowledge the order without any pre- conditions within the stipulated time or fails to start the work according to the work schedule or fails to ensure satisfactory progress of the work, ANERT reserves the right to cancel/ terminate the contract at the cost and risk of the contractor.

## FORMAT FOR COVERING LETTER

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*(This letter to be submitted on the official letter head of the tenderer, signed by the authorised signatory.)*

Sir,

I/We hereby e-tender to supply, under annexed terms and conditions of contract, the whole of the articles referred to and described in the attached specification and quantity decided by the Agency for New & Renewable Energy Research and Technology (ANERT), at the rates quoted against each item.

I am/We are remitting herewith the required amount of Rs. .... towards the cost of e-tender and Earnest Money Deposit by electronic payment vide transaction No ..... dtd .....

Yours faithfully,

Place:

Signature

Date:

Name

Designation

(Office Seal)

## ANNEXURE IA – SUMMARY OF BID QUALIFICATION REQUIREMENTS

(To be filled in by the bidder)

SN	Parameters	Particulars/Description
1	Name of bidding Agency	
	(Name, Mobile No and e-mail of bidding Agency's official for sending important communication pertaining to this bidding process)	
2	Address of Head office	
3	Date of Establishment, Company Website URL, PAN & GST No's	
4	Years of Agency experience in below the line field	
5	Financials of the Agency/firm for the last 3 years (Mention amount in Laks ₹)	PROFORMA A1

Documentary evidence for the bid qualification requirements are submitted along with this document and the details furnished above are true and correct.

Signature  
of authorised signatory

Name & Designation

Date: (office seal)

## ANNEXURE IB - AGREEMENT

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ARTICLES OF AGREEMENT executed on this the ..... day of .....  
Two thousand and .....between the **Agency for  
New & Renewable Energy Research and Technology** (hereinafter referred to as  
**ANERT**) of the one part and Sri .....  
(Name and Address of the tenderer) hereinafter referred to as “the Bounden”) of the  
other part.

WHEREAS in response to the Notification No. ....  
dated ..... the bounden has submitted to ANERT a e-tender for the ***Request for  
Selection of Advertising Agency for Publishing Advertisement in Newspapers on  
Maximum Discount Basis*** specified therein subject to the terms and conditions  
contained in the said e-tender.

AND WHEREAS the bounden has furnished to ANERT a sum of Rs. .... as  
Earnest Money Deposit for execution of an agreement undertaking the due fulfilment of  
the contract in case his e-tender is accepted by ANERT. NOW THESE PRESENTS  
WITNESS and it is hereby mutually agreed as follows: -

In case the e-tender submitted by the bounden is accepted by ANERT and the contract  
for .....  
is awarded to the bounden, the bounden shall within Fifteen days of acceptance of this e-  
tender, execute an agreement with ANERT incorporating all the terms and conditions  
under which ANERT accepts this e-tender.

In case the bounden fails to execute the agreement as aforesaid incorporating the terms  
and conditions governing the contract, ANERT shall have power and authority to recover  
from the bounden any loss or damage caused to ANERT by such breach as may be

determined by ANERT by appropriating the moneys inclusive of Earnest Money deposited by the bounden and if the Earnest Money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.

All sums found due to ANERT under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as ANERT may deem fit.

In witness whereof Sri ..... (Name and Designation)  
for and on behalf of the Agency for Non-conventional Energy and Rural Technology and  
Sri ..... the bounden have hereunto set their  
hands the day and year shown against their respective signature.

Signed by Sri ..... Signed by Sri .....

(Date) .....

(Date) .....

in the presence of witnesses

in the presence of witnesses

1.

1.

2.

2.



## **ANNEXURE IC – DECLARATION OF RELATIONSHIP WITH ANERT EMPLOYEE**

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(to be signed and submitted by the bidder along with the bid)

Tender Notification No.: .....

Request for Selection of Advertising Agency for Publishing Advertisement in  
Newspapers on Maximum Discount Basis

To

The CEO  
ANERT

Name of the ANERT employee with Designation:

Name of the bidder related to the employee:

This is to put on record that Shri/Smt .....  
currently working as ..... in ANERT is related  
to ....., who is the bidder in the bid. We are aware of  
the Anti-corruption policy of ANERT and will observe the highest standards during the  
procurement and the execution of contract and shall retain from corrupt, fraudulent,  
collusive or coercive practices on competing for the contract.

Signature

Name

Date

## PROFORMA A1

[ON THE LETTER HEAD OF AUDITORS /CHARTERED ACCOUNTANTS]

### TURNOVER CERTIFICATE

#### TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s. .... having its Registered Office ..... had achieved the following level of Turnover/Net profits/ Net worth in respect for the financial years mentioned hereunder:

(Rs. In Lakhs)

<b>PARTICULARS</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>
TURN OVER			
NET PROFIT			
NET-WORTH			

The Figures Certified for the Stated Financial Years are based on the Books of Account, Audited Balance Sheet of the Company and the Records Produced before Us.

SIGNATURES OF AUDITORS / CHARTED ACCOUNTANTS

NAME:

SEAL

PLACE:

DATE: