



Kerala Small Industries Development Corporation
(An undertaking of Government of Kerala)

P.B.No: 50, Housing Board Building, Santhi Nagar, Thiruvananthapuram. Pin No: 695001
Tel No: 0471 2330613, 2330614, 2330458 (after office hours) Fax: 0471 2330904
Email - sidcoho@yahoo.com, Website: www.keralasidco.com

No. SIDCO/PROC/PRO/AA/2024-25

25.03.2025

TENDER NOTICE

Sub:- Inviting e-Tender for Request for proposal for agencies Selection of Advertising for publishing Advertisements on behalf of SIDCO – for a period from April 2025 to March 2027

The Managing Director, Kerala Small Industries Development Corporation Limited, Housing Board Building, 6th Floor, Santhi Nagar, Thiruvananthapuram – 695001 invites 2 cover e-Tenders for the “Selection of Advertising Agency for publishing Advertisements on behalf of SIDCO” from experienced and financially sound bidders.

Tender forms and other tender details can be downloaded from the website: www.etenders.kerala.gov.in

Name of work	Selection of Advertising Agency for publishing Advertisement on behalf of SIDCO for handling of creative designing, print, electronic digital media, Audio-visual development, events, PR Services.
Probable amount of Tender	Rs.20,00,000/-
Place of execution	Kerala
Cost of Tender form	3540/-
Earnest Money Deposit (EMD)	20,000/-
Tender publish date and time	25.03.2025 at 5.00 PM
Last date and time for submission of Tender	19.04.2025 at 6.00 PM
Technical Bid opening date and time	21.04.2025 at 11.00 AM
Period of validity of offer	90 days from the date of opening of financial bid

The EMD and cost of tender form has to be remitted 48 hours, before the closing time for bid submission online through SBI payment gate way link www.etenders.kerala.gov.in

Sd/
MANAGING DIRECTOR

E-Tenders for selection of Advertisement Agency/Special Conditions for the Tender

1. The Agency should have at least two functional offices in Kerala of which preferably one should be at Thiruvananthapuram. More offices across the state will be an added advantage. Address, Telephone number, e-mails ID and Locations of Offices required.
2. The Agency must produce the Audited balance sheet for the last three years, and the agency should have a minimum turnover of five crore consecutively for the last three years.
3. The Agency must have executed advertisements/promotional minimum 3 campaigns in the print/visual/social/radio media for major clients or Public Sector Undertakings and should have handled major campaigns for such clients and other prestigious clients during the last three years. Copies of such three campaigns/work done by the agency to be attached/produced for verification.
4. The Agency must have capabilities for designing and printing of corporate house journals, corporate/prestigious publications, event specific brochures, leaflets, pamphlets, copies of journals, brochures, publications prepared for clients to be submitted for verification.
5. The agency must have expertise in designing, fabrication and installation of corporate pavilions/stalls at prestigious exhibitions organized by reputed organizers, proof should be submitted for verification.
6. The agency must have capabilities for production of films, audio-visuals, radio jingles as well as online advertising, web based e-portal promotions, SMS promotions etc. Details of works done along with the details of clients have to be furnished.
7. The agency must have capability in handling major events, right from the conception to the execution stage and as per our specific requirements. The agency must have tie-ups/officers for conducting various events abroad as per our requirements. The agency should have appropriate sanctions and capabilities for advertising events/tenders in foreign countries.
8. The agency must have strong linkage with press and all other media. Extensive coverage of Kerala SIDCO and its activities should be carried out as and when required.
9. The agency should be in a position to provide a dedicated team for serving Kerala SIDCO on a day-to-day basis.
10. The agency should have a valid GST Registration for the Line of business, the entity is engaged in.
11. The agency should have adequate number of experienced professional/employees with them at their offices. Details and credentials shall be submitted as proof of competence.
12. The press release having public importance published/telecasted by Kerala SIDCO through the agency shall not be charged with any amount or any commission.
13. Only creative work involved other than the advertisement charges shall be charged extra.

14. The agency (selected) is entitled to get advertisement charges after deducting the commission charges for Kerala SIDCO, if any, on production of the Bills/vouchers along with the copy of the advertisement as required by Kerala SIDCO. The disbursement of the amount will be within a period of 2 months after submission of the bill and the payment will be by cheque/online transfer (and in tune with the availability of fund). No interest shall be paid to the Agency under any circumstances for the bill amount towards the advertisement charges or any other charges.
15. The selected agency, as per the requirements of SIDCO, shall publish/release the advertisements in various print-electronic medias for the period mentioned in the agreement.
16. The agency shall collect the matter to be advertised from the officer concerned of SIDCO and set the same in correct size/measurement, and get approved the final proof along with the estimate (of the advertisement fee) from the above officer and then transmitted to Media for publishing on time. The Agency is solely responsible for the errors/mistakes/faults in the advertisement and for any delay that occurs in publishing.
17. Any dispute arising out of this matter shall be settled through the Court having jurisdiction at Thiruvananthapuram only.
18. The discretionary power to accept or reject quotations shall be vested with the Managing Director of SIDCO.
19. The advertisement charges shall not be disbursed in advance. (The disbursement of advertisement charge depends on availability of fund). Interest shall not be paid, in case any delay in payment of advertisement charge. After submitting the bill and voucher copy (original) the maximum credit period allowed for the payment shall be intimated in written. The payments shall be made only through NEFT/RTGS.
20. For unspecified dimensions, the same discount should be provided as mentioned in the financial bid.
21. As per Government Order No.5/2021/I&PRD dated 11.10.2021, the Government has issued an order revising the policy, procedures, guidelines, advertisement rates and media list regarding publication of Government advertisements in print media. 15% discount will be levied from all the dailies included those in the Government media list. The revised media list advertisement rates will remain valid till the new government order in this regard comes into effect. All dailies included in the Government media list shall be entitled to the goods and services tax as applicable from time to time.

ELIGIBILITY CRITERIA

The bidders should upload the relevant documents/details as mentioned below

1. The advertisement agents must be accredited to Indian Newspaper Society. Upload copy regarding the same.
2. The bidder should be engaged as agency in minimum three PSU's/Corporate Firms in handling that organizations' advertisement. Upload copy regarding the same.
3. The agency should have a minimum turnover of five crore per annum and also consecutively for the last 3 financial years. Upload audited balance sheet for last three years.
4. Upload the details of functional offices in Kerala
5. Upload valid GST Registration and PAN Card
6. Upload latest GST filed
7. Upload latest ITR filed
8. Upload Signed & Sealed Tender document
9. Upload Bank Details
10. Upload Registration details of the bidder.
11. The bidder should upload duly filled Bidder profile . ANNEXURE-I

COVER 2:- Financial Bid (BoQ)

1. Should be submitted online only as per the BoQ format. The Bidder has to enter the rates in the BoQ format only. Kindly note that no other alterations should be made in BoQ format. The rate quoted must be inclusive of all taxes and installation charges.
2. Bids shall be submitted through online only and according to the BoQ format.
3. Note that alterations should not be made in the BoQ format under any circumstances and if alterations are effected, it becomes invalid.
4. Rates quoted shall be inclusive of all applicable taxes and duties and also the installation charges accrued due to advertising.

For more details contact: Public Relations Officer Kerala SIDCO: 8606974515.

SI No	NAME OF PUBLICATIONS(Draft List)
1	Malayala Manorama
2	Mathrubhumi
3	Kerala Kaumudi
4	Deshabhimani
5	Janayugam
6	Mangalam
7	Madhyamam
8	Chandrika
9	Janmabhumi
10	Veekshanam
11	Thegas
12	Metro vaartha
13	The Hindu
14	Indian Express
15	Deccan Chronicle
16	Times of India

The bidder should be willing to publish the advertisements in newspapers/magazines other than in the list mentioned above.

FORM OF TENDER/OFFER

To

Managing Director
Kerala SIDCO Ltd.,
PB No.50 Housing Board Buildings
Santhi Nagar, Thiruvananthapuram – 695 001
Tel – 0471 – 2330613, 2330614

Sir,

Sub:- Selection of successful Tenderer for publishing or telecasting advertisements or news or such other items – reg:

Having examined the tender document relating to the Notice inviting tender, information, Terms and instruction to tenderers, conditions of contract, etc., and having understood and accepted the provisions and requirements of works relating to publishing or telecasting advertisements or news or such other items and having conducted a thorough study of the work all other factors governing to publishing or telecasting advertisements or news or such other items I/we hereby submit our offer for the execution of the work in accordance with the terms and conditions and within the time period specified in the tender document, at the rates quoted by me/us. I/we agree to keep the tender firm for one year from the date of submission of bid and not to make any modifications in its terms and conditions.

I/we hereby certify that all statements made and information supplied are true and correct. If after the tender is accepted and if I/we fail to execute the agreement with SIDCO within the time specified in the letter of acceptance, we agree that the SIDCO shall have full authority to forfeit the earnest money.

I/we confirm having deposited earnest money Rs. (Rupees)
online by SBT UTR No. dated

I/we further confirm that

1. I/we have sufficient qualified manpower and necessary materials and equipment to execute the work efficiently.
2. The quoted rate shall be valid up to the completion of the project.
3. I/we further confirm that all pages, parts/chapters of the tender documents have been read, understood and signed
4. I/we hereby declare that I/we shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate the information derived there from to any person in any manner prejudicial to the interests of SIDCO.

5. I/we do authorize SIDCO to approach any person or entity to verify our competence and general reputation.

Signature of the Tenderer

Dated

Postal Address

Earnest Money Deposit (EMD)

Every tenderer shall remit Rs. 20,000/- towards the Earnest Money Deposit. The EMD has to be submitted through online. (Please see the instruction to bidders in www.etenders.gov.in). No Bank guarantee and EMD exemption will be allowed.

In case of the successful Tenderer(s) and the L2 tenderers, the Earnest Money Deposit shall be retained. In the case of other Tenderers, the earnest money deposit will be refunded/reversed. No interest will be paid on the Earnest Money Deposit/security deposit.

Agreement

This agreement is made on this _____ day of between Sri. . . (Name and Designation), Aged, M/s Kerala Small Industries Development Corporation Limited., (a Government of Kerala Undertaking) 6th Floor, Housing Board Building, Santhi Nagar, Thiruvananthapuram, (hereinafter call as the “**First Party**”)

And

Sri./Smt....., aged and Attorney of M/s. having its registered office(hereinafter called as the “**Second Party**”)

The first party herein had given e-tender inviting expression of interest from interested persons in publishing or telecasting advertisements or news or such other items as required by the first party through electronic/print media from time to time subject to the full satisfaction of the first party. Whereas the second party herein had submitted a detailed quotation dated Since the quotation is reasonable and lowest rates among other quotations received both the parties are agreed to proceed with the said proposal as per the following terms and conditions.

Whereby it is mutually agreed as follows:

- 1) That the first party agreed to accept the proposal made by the second party as per the terms and conditions and as such a work order is issued by the first party vide order No.....dt.....
As per the work order the period of the contract will be for two year commencing from to
- 2) That the second party has also agreed to accept all the terms and conditions issued by the first party as per the said work order.
- 3) As per the agreed terms and conditions, the first party is entitled to get 15% discount for each work/advertisement on the advertisement charges claimed in the media bill by way of publishing or telecasting the work/advertisement supplied by the first party. It is further made clear that the first party is entitled to deduct 15% of the total work/advertisement charges claimed by the media as per Government Orders.

- 4) That the second party agreed that they will collect all the work/advertisement from the office of PRO or any other officer authorised for the time being and shall publish or telecast the same on the day fixed without any delay as per the specification and requirement made by the first party herein.
- 5) All the work/advertisement made by the second party shall be economical and shall utilize minimum space for each work/advertisement subject to the maximum satisfaction of the first party.
- 6) If the work/advertisement made by the second party is not accordance with requirements of the first party or causing any delay in publishing or telecasting the same, the second party is solely responsible for the cost and consequences thereof and are not eligible to get the payment for the said advertisement.
- 7) The second party is entitled to get the advertisement charges after deducting % of the commission charges as stated above from the first party of production of the bills/Vouchers along with a copy of the advertisement as required by the first party. The disbursement of the amount should be within 2 months of submission of the bill.
- 8) The second party is not entitled to claim any interest/compensation/penalty from first party for any delay in payment.
- 9) That the press release having public importance published or telecasted by the first party through the second party shall not be charged with any amount or any commission.
- 10) That the second party makes sure that the work/advertisement supplied by the first party shall be published or telecasted in clear and perfect manner and found correct. In the event of any mistakes, ambiguity, falsity, imperfection arises during the course of advertise it is the duty of the second party to rectify the defects and also do the needful at their risk.
- 11) It is further stated that all the terms and conditions issued by the parties in connection with this agreement shall from part and parcel of this agreement.

- 12) That the present agreement will prevail for a period of two year to the satisfaction of the first party. If the second party herein failed in satisfying the requirements of the first party, the first party has got absolute right to repudiate this agreement or review the period or terms and conditions of the agreement without any further notice to the second party. If so the second party is not entitled to get any claim or compensation or any other damages etc.
- 13) After the completion of the terms, the period of the agreement can be extended or discontinued with the second party by the first party. In this regard, the decision of the first party shall become final.
- 14) Both the parties shall obey the terms and conditions of this agreement. If anybody violets any of its stipulations, the aggrieved party can approach a competent court of law.
- 15) If any disputes arise in connection with this agreement the jurisdiction will be at the various courts of Thiruvananthapuram District only.

In witness whereof the said First Party and Second Party have here to at Thiruvananthapuram, signed this agreement on the _____.

Kerala Small Industries
Development Corpn Ltd.,
First Party

Second Party

Witness:

1.
2.

GENERAL INSTRUCTIONS TO BIDDERS REGARDING E-TENDER

1. Bidder should do the registration in the tender site <http://etenders.kerala.gov.in> using the options available. Then the digital signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized certifying authorities such as SIFY/EMUDHRA. The Bidders must have internet banking facility.
2. Bidder has to login to the site through giving user ID/password chosen during registration.
3. The e-token that is registered should be used by the Bidder and should not be misused by others.
4. The Bidders can update well in advance, the documents such as certificates, work/Purchase Order details etc. under my documents option and this can be selected as per tender requirements and can be uploaded during bid submission.
5. After downloading/getting the tender schedules the Bidder should go through them carefully and then submit the documents required otherwise the bid will be rejected.
6. Bidder should take in to account of the Corrigendum published before submitting the bids online.
7. Bidder in advance should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document they can be clubbed together.
8. The Bidder may submit the bid documents by online mode through the site www.etenders.kerala.gov.in. The documents submitted by the Bidders will be digitally signed using the e-token of the Bidder and has to be submitted.
9. Common errors which can be occurred during online payment.
 - a) Bidder making a payment of incorrect amount / making partial payment.
 - b) The additional parameters regarding tender, not keyed in properly by the Bidder's bank.

In all the above cases, the entries in the routing account will remain unmatched and un-reconciled. On the next bank working day, State Bank of India shall provide an MIS to Government as well as to State Bank of India's Trivandrum Treasury Branch, with the details of unmatched entries. State Bank of India's Trivandrum, Treasury Branch shall process the reversal transactions.

10. Refund of Payment:

Processing of refunds will be carried out by State Bank of India in the following stages

- a) After opening of Bid (incomplete bid or withdrawal of bids)
- b) After Technical Bid evaluation (rejected bids)
- c) After Financial Bid Evaluation (all bids other than L1 & L2)
- d) EMD of L2 Bidder will be reversed after Award of Contract/ execution of Agreement with L1.

After award of Contract, the EMD amount of L1 Bidder shall be remitted online to the District Treasury, Thiruvananthapuram/ respective PSU account from the- common collection account of State Bank of India opened for e-

Procurement project of Kerala and EMD amount of L2 Bidder will be retained in the collection account of State Bank of India. On receiving a confirmation from Tender Inviting Authority on the Award of Contract/ execution of an agreement with L1 Bidder, the EMD amount of L2 Bidder, retained by State Bank of India, will be refunded online to his/ her bank account. In case L1 Bidder is disqualified/ withdraws his/ her bid, the EMD amount of both L1 and L2 Bidder will be remitted to the District Treasury, Thiruvananthapuram/ respective PSU account by State Bank of India.

By submitting tender online it is presumed that the Tenderer accept all the terms and conditions attached to this tender.

GENERAL TENDER TERMS & CONDITIONS FOR E-PROCUREMENT

This tender is an e-Tender and is being published online for the

tender is invited in 2 cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (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.

- Online Bidder registration process:

Bidders should have a Class II 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. Once the DSC is obtained, Bidders have to register on 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.

Bidders may contact e-Procurement Helpdesks of Kerala State IT Mission over telephone or email for assistance in this regard.

Trivandrum - 0471- 2577088, 2577188, 2577388
Ernakulam – 0484 - 2336006, 2332262

Kannur – 0497 - 2764788, 2764188
Email: etendershelp@kerala.gov.in

- Online Tender Process:

The tender process shall consist of the following stages:

- Downloading of tender document: Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
 - Pre-bid meeting: If any as per tender only
 - Publishing of Corrigendum: All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.
 - 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. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
 - 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 technical 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.
 - Opening of Financial Bids: Bids of the qualified Bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.
- Documents Comprising Bid:
 - The First Stage (Pre-Qualification or Technical Cover based on 1 cover or 2 cover tender system):

Pre-Qualification or Technical proposal shall contain the scanned copies of the following documents which every Bidder has to upload as stated in the tender document terms and condition of the tender. The Kerala SIDCO Ltd. doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

- The Second Stage (*Financial Cover or as per tender cover system*):

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.

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.

- Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay a tender document fees and Earnest Money Deposit or Bid Security as per the tender. The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

- Online Payment modes:

The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system:

- State Bank of India(SBI) Internet Banking: If a Bidder has a SBI internet banking account, then, during the online bid submission process, Bidder shall select SBI option and then select Internet banking option. The e-Procurement system will re-direct the Bidder to SBI's internet banking page where he can enter his internet banking credentials and transfer the tender document and EMD amount.
- National Electronic Fund Transfer (NEFT)/Real Time Gross Settlement (RTGS): If a Bidder holds bank account in a different bank, then, during the online bid submission process, Bidder shall select NEFT / RTGS option. An online remittance form would be generated, which the Bidder can use for transferring amount through NEFT / RTGS either by using internet banking of his bank or visiting

nearest branch of his bank. After obtaining the successful transaction receipt no., the Bidder has to update the same in e-Procurement system for completing the process of bid submission. Bidder should only use the details given in the Remittance form for making a NEFT / RTGS payment otherwise payment would result in failure in e-Procurement system.

As NEFT payment status confirmation is not received by e-Procurement system on a real-time basis, Bidders are advised to exercise NEFT mode of payment option at least 48 hours prior to the last date and time of bid submission to avoid any payment issues.

As RTGS payment status confirmation is not received by e-Procurement system on a real-time basis, Bidders are advised to exercise RTGS mode of payment option at least 24 hours prior to the last date and time of bid submission to avoid any payment issues.

- NEFT / RTGS payment should be done according to following guidelines:
- Single transaction for remitting Tender document fee and EMD: Bidder should ensure that tender document fees and EMD are remitted as one single transaction.
- Account number as per Remittance Form only: Account no. entered during NEFT/RTGS remittance at any bank counter or during adding beneficiary account in Internet banking site should be the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that tender document fees and EMD are remitted only to the account number given in the Remittance form provided by e-Procurement system for that particular tender.

Bidders must ensure that the banker inputs the Account Number (which is case sensitive) as displayed in the Remittance form. No additional information like Bidder name, company name, etc. should be entered in the account no. column along with account no. for NEFT / RTGS remittance.

- Only NEFT / RTGS Remittance Allowed: Account to Account transfers, State Bank Group Transfers (GRPT), Payments from NRE Accounts, SWIFT Transfers or Cash payments are not allowed and are treated as invalid mode of payments. Bidder must ensure that the banker does NEFT or RTGS (for above 2 lakhs payments as per RBI guidelines) transaction only and specially instruct the banks not to convert the payment type to GRPT or any other payment mode.
- Amount as per Remittance form: Bidder should ensure that the amount being remitted is neither less nor higher than the amount shown in remittance form.
- UTR Number: Bidders should ensure that the remittance confirmation (UTR number) received after NEFT / RTGS transfer should be updated as it is, in the e-Procurement system for tracking the payment.

- One Remittance Form per Bidder and per Bid: The remittance form provided by e-Procurement system shall be valid for that particular Bidder and bid and should not be re-used for any other tender or bid or by any other Bidder.

Any transaction charges levied while using any of the above modes of online payment has been borne by the Bidder. The supplier/contractor's bid will be evaluated only if payment status against Bidder is showing "Success" during bid opening.

- Submission Process:

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 along with online payment of tender document fees and EMD.

For page by page instructions on bid submission process, please visit www.etenders.kerala.gov.in and click "Bidders Manual Kit" link on the home page.

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.

- Miscellaneous :

- The NEFT/ RTGS Remittance form downloaded from the e-Tendering website is not valid for remittance through SBI branches
- Beneficiary account no. is alpha-numeric and should be entered as it appears above where "TCP" are the only alphabets & case sensitive in above beneficiary account number.
- For RTGS or NEFT transactions , Date and time at which payment is received in SBI would be relevant for the purpose of determining the issue as to whether payment was received in time or not. Therefore, Bidders should make transactions well in advance so as to ensure that the payment reaches SBI before date and time for submission of tender.
- Bids for which Payment is received after closing date/time for submission of tender/bid would be rejected and would not be considered for further processing. The payment would be returned back to the bank account from which the transaction was made.

For any clarification on e-Procurement system or refund details, please raise an issue ticket on www.eprocurement.kerala.gov.in for online registration and tracking of issues or

contact Kerala State IT Mission's e-Procurement Helpdesks directly at the following addresses.

Kerala State IT Mission PMU Office,

Pension Treasury Building, Opposite BSNL CSC,
Uppalam Road, Statue, Trivandrum.

0471 2577088, 2577188, 2577388

Kerala State IT Mission e-Procurement Project Office ITES
Habitat Centre, Room No. 18-C, Sector E-Hall, Jawaharlal
Nehru International Stadium, Kaloor, Cochin. 0484
2336006, 2332262

Kerala State IT Mission e-Procurement Support Centre 1st
Floor, Civil Station, Collectorate, Kannur.

0497 2764788, 2764188

Email: etendershelp@kerala.gov.in

TERMS AND CONDITIONS

1. The tender is invited for and on behalf of the Managing Director, Kerala SIDCO Limited, Housing Board Building, 6th Floor, Santhi Nagar, Thiruvananthapuram .
2. The Tenderer should submit the e-tender in two cover bid system through online only. Cover 1 is for the Technical Bid and cover 2 is for the Financial Bid. The Technical and Financial Bids are to be submitted through online only.
3. Tender document may be downloaded from www.etenders.kerala.gov.in and required documents as per the requirements of the tender. Duly prepared tender may be uploaded in the above e-Tender website.
4. All Tenders should be submitted through the e-Tender website of Govt. of Kerala. Tenders submitting after the specified time and incomplete tenders will not be eligible for further processing.
5. Tenders will not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their tenders. Tenderers who failed to comply with earlier contractual obligations of SIDCO which resulted in short closure/cancellation of any contracts, due to reasons not on the part of SIDCO are not eligible to participate in this tender for two years. Firms Blacklisted by SIDCO are not eligible to apply.

6. A performance security of 5% has to be remitted at the time of executing the agreement and same will be released only after the successful completion of work and after producing non compliance certificate from the department.
7. Please note that the online payment of EMD and cost of the Tender Form has to be remitted 48 hours before the closing date of the tender submission.
8. The Technical bid details(Technical specifications of the item(s) and commercial terms) with supporting documents has to be submitted online as per the format uploaded in the websitewww.etenders.kerala.gov.in
9. The duly signed and sealed Technical bid documents should be submitted online only (scanned and uploaded)
10. Financial Bid details has to be submitted online as per the BoQ format uploaded in the websitewww.etenders.kerala.gov.in

The Bidder has to enter the Rates in the BoQ format only. Kindly note that no other alterations are made in BoQ format otherwise it will not be validated.

11. The rate quoted must be inclusive of all taxes, levies and installation charges.
12. The quantity mentioned in the tender may vary according to the requirements of customer department and the bidder should be willing to supply the items with same specifications and the rate quoted in the tender.
13. Tender document is to be submitted by the Authorized Signatory of the firm.
14. The Tenderer should sign on all pages of the Tender Notice and Terms & Conditions with office seal affixed and submit the same online with the Technical Bid, in acceptance of the terms and conditions, along with required documents specified in the tender.
15. Submitted tender should be free from overwriting. All corrections and alterations should be duly attested by the tenderer.
16. On the due date of opening, only the Technical bid (Cover-1) of the tender will be opened, online. The Tenderers will get automatic e-mail alerts from the portal about the status of tendering process.
17. The Financial bid (Cover 2) of those who are qualified in the Technical bid evaluation only be opened.
18. SIDCO reserves the right to modify the e-Tender prior to the last date of submission. Amendments if any will be uploaded in the website www.etenders.kerala.gov.in as Corrigendum. The tender also will be modified accordingly in the website based on the corrigendum. All the Tenderer are requested to verify the amendments if any uploaded in Corrigendum online and to submit/resubmit the tenders online only.
19. SIDCO reserves the right to cancel the E- tender at any time .

20. SIDCO reserves the right to cancel the E- tender at any time or reject any bidder if the documents submitted by the bidder is seen false.
21. SIDCO reserves the right to modify and amend the terms & conditions and announce the same at any time before the e-tender concludes. Announcements during the e-tender on the website and/or by facts including announcement of any additional conditions or correction in the tender and/or additions or deletions of items being offered for purchase are binding on the bidder.
21. The Corporation reserves the right to accept or reject any or all offers, amend or relax the conditions of this e-Tender Notice, e-Tender Conditions or apportion the work amongst the different Tenderers in any manner as it may choose, without assigning any reason what so ever.
22. Those who have been terminated or black listed by Govt. / SIDCO will not be able to participate in this tender.
23. Tenderer must upload the data/submit tender as per the conditions of the e-Tender website. If there is any technical error in submission or opening of the submitted documents SIDCO will not be responsible for the same. Due attention and care has to be taken while submitting the tender.
24. In the case of the successful Tenderer(s) and the L2 Tenderers, the EMD shall be retained. In the case of other Tenderers, the EMD will be refunded/reversed. EMD can be converted to Security Deposit on awarding of work. No interest will be paid on the EMD/Security Deposit.

Any offer made in response to this e-Tender, when accepted by SIDCO by means of Award of Contract (AOC) in the e-Tender website will constitute a contract between the parties.

26. The successful bidder has to execute agreement in prescribed format in Annexure II in stamp paper worth Rs.200/- or at the prevailing value tariff as per rules on award of work /issue of Purchase Order.
27. Terms and Conditions of Purchase order/Work Order:
- (a) The Successful bidder on award of Work/Purchase order based on the tender, copy of the same has to be returned to SIDCO duly signed.
 - (b) The items specifications must be strictly adhered the bidder and if there is any variation in the specification of the product supplied the same has to be replaced.
 - (c) By submitting the bid it is presumed that the bidder has verified the tender documents and technical specification of the items in details and has quoted the tender rate accordingly.
 - (d) The items supplied against the tender must strictly confirm to the specifications as prescribed in tender.

- (e) The delivery should be made on supply point mentioned in order on or before due date and failing of this can leads to penalty/damages decided by the Corporation
- (f) SIDCO or the ultimate consumer will be doing final inspection for product/work supplied/delivered and shall reject the material at the cost of supplier in case of quality/specification complaint. The rejected goods are to be removed from supply point at the expense of supplier and materials should be replaced with in time limit by intimated by SIDCO.
- (g) Products/services are supplied to the customer as directed by SIDCO an acceptance certificate indicating the quality and quantity of the materials delivered should be produced by the successful bidder.
- (h) Following documents are to be presented by the successful bidder for payment after supply
 - i. Duplicate of delivery challan
 - ii. Triplicates of invoices
 - iii. Test certificate
 - iv. Acceptance certificate from authorized officer of the customer department regarding quality and quantity
- (i) Two purchase order copy shall be sent to successful bidder. Supplier has to return one copy with signature and seal to SIDCO.
- (j) SIDCO shall make payment to successful bidder only after collecting sales proceeds and deducting the service charges. No interest is paid to bidder for belated payments from customer department.

29. The bidder should see that all the documents required for transportation of the products/execution of work are ready with the truck and should be accompanied along with invoice from SIDCO, including E-declaration. If any issue arises at Check Posts or any other places, the Corporation will not be responsible.

30. Quality Complaints: Any kind of Quality Complaints, if noticed, will be making good from the bidders bill or to bidder from any other amount due from the Corporation or other means, including by Revenue Recovery, which the Corporation thinks fit. It is the duty of successful bidder to prove that they have not caused any Quality Complaints of the product/execution of work is delivered to the customers of the Corporation.

31. The assurance of quality, time bound supply, loading, delivery and installation of the products/execution of works at customer site will be the sole responsibility of the

bidder. In case of damage in supplied products or any defects found in the executed works, replacement or rectification of damage/defects should be done by the bidder. Collecting the damaged products or rectification of damage/defects from the customer site and replacing the products to the customer site including loading, unloading and installation will be at the cost of the bidder only.

32. If the bidder fails to honor the Purchase/Work Order or fails to deliver the products/execution of works in time, the Corporation will make its own arrangement for supplying the products/execution of works at the cost of the bidder. If the Corporation incurs any loss in this account, the amount will be recovered from the bidder.
33. The corporation will in no way indemnify against any eventualities arising out of Quality Complaints by the Legal/Statutory Authorities due to negligence on the part of the bidder or his representative. All such issues are to be solved by the bidder at his own risk and cost if any.
34. TDS or if any taxes as applicable for execution of work/service and transportation imposed by the Govt. will be deducted from the bidder's bill.
35. The bidder should be always committed to his responsibilities and be loyal to the Corporation and should not, in any way, disclose the details of the business information to any other parties or bidders, which may affect the business of the Corporation.
36. The quality, quantity of the products/works must be ensured by the bidder/ his authorized representative while making delivery of products
37. The bidder must obtain acknowledgement from the customers on delivery of the products/completion of works stating that they have received the products/works in proper quantity, quality, condition. Quality complaints reported will be the responsibility of the bidder. Bidder will be liable to replace the products/rectification of damage to customer at their own cost and transporting charges for the same has to be borne by the bidder. Otherwise corporation will deduct the amount of the products and transportation charges, including loading and unloading charges, from the bill and or from the Security Deposit remitted by him or by initiating Revenue Recovery Action as per rules in force.
38. If the products are supplied to the customer as directed by SIDCO an acceptance certificate indicating the quantity and quality of the products/works delivered should be produced by the bidder in the prescribed format.
39. The successful Bidder will be responsible for making delivery of the product and for clearing the loads delivered from the Check Posts by producing the required documents. The E-declaration has to be obtained from SIDCO where ever required by the bidder. The bidder will have the full responsibility to transport and deliver the products to the customers of SIDCO in time. The bidder should see all the documents required for the transportation or installation or execution of work are ready with the

transporting vehicle and accompanied along with Invoice from SIDCO. If any issue arises at Check Posts or any other places during the transit the Corporation will not be responsible.

40. Time is the essence of this bid and hence the bidder should see that the products delivered/works executed on time stipulated without fail.
41. Rate should be firm for the period of bid. Request for enhancement of the rate during the bid period will not be entertained under any circumstances including hike in oil price, labour charge, etc. If any such hike is demanded during the agreement period the Corporation will have the liberty to make its own arrangement and any additional charge or loss incurred to the Corporation, while arranging alternative arrangement, will be recovered from the bidder's bill or from any other amount due from the Corporation or other means, including by Revenue Recovery, which the Corporation thinks fit.
42. In case of electronic goods/computer system and peripherals onsite warranty certificate copy from the manufacturer has to be submitted to Corporation.
43. Once the tender has been accepted, the bidder will be liable to supply the products/execute the works to the destinations as per the Purchase/Work Order within the time stipulated for delivery
44. The corporation will in no way indemnify against any eventualities arising out of low quality of product/work/service and punishments by the legal/statutory authorities due to negligence, willful act on the part of the bidder or his representative engaged by the bidder. All such issues are to be solved by the Bidder at his own risks.
45. SIDCO reserves the right to cancel the tender and call retender if the rate quoted by the Tenderer is exorbitant. Hence the Tenderers are advised to quote the lowest possible rate for the bid.
47. A security deposit of 5% will be deducted and same will be released after completion of warranty period .
48. SIDCO reserves the right to provide the work order to other bidders, who have participated in tender, matching the L1 price.
49. Disputes: All disputes in this regard, if any, will be settled by Arbitration. The venue of the Arbitration will be either in Thiruvananthapuram or Ernakulam. The Arbitrator will be appointed by the Managing Director of Kerala SIDCO Ltd. and the law will be Indian law and language will be in English.
50. The bidder should ensure the genuinity of all the documents uploaded. Any fraud if found will leads to disqualification of the bidder.
51. The L1 bidder should furnish the details of concerned person acting on behalf of the company , their Aadhar/Passport/Electrol ID card, Father's details, Latest photographs, L1 bidder's and Witness address [both official and residential with village , taluk details] etc during / before execution of agreement.

ANNEXURE-I (TO BE UPLOADED IN BIDDER'S TECHNICAL BID)

BIDDER PROFILE

Name of Company/Proprietor:	
Name of Authorised Person:	
Address of Company:	
Address of Authorised Person with Village, Taluk etc.	
email:	
Mobile number	
Tin(if Applicable)	
Aadhaar number of Authorised person	
Voter's ID of Authorised person.	