Sahitya Akademi (National Academy of Letters)
Rabindra Bhavan, 35 Ferozeshah Road, New Delhi – 110001
Phone: +91-11-23386626-28, Fax: +91-11-23382428
E-mail: secretary@sahitya-akademi.gov.in
Website: http://www.sahitya-akademi.gov.in

SA.37/Admn./BMRCL/1494

19 August 2019

e-Tender Notice

Sahitya Akademi an autonomous Organization under Ministry of Culture, Govt. of India invites e-tenders on two Bid system from reputed experienced firms/agencies for the conceptualization/designing/fabrication/construction/interior/exterior of 144sqft open space (12’x12’) for Sahitya Akademi Book Store at Majestic Metro Station, Bangalore. The tender document as given on the web site http://sahitya-akademi.gov.in of the Sahitya Akademi and completed in all respect may be uploaded on https://eprocure.gov.in within 21 days of publication and should be sent in a sealed cover superscribed “Tender for the conceptualization/designing/fabrication/construction/interior/exterior of Sahitya Akademi Book Store at Majestic Metro Station, Bangalore” containing “Technical Bid” (Annexure-I) and “Financial Bid” (Annexure-II) kept in a separate sealed covers, addressed to the Secretary, Sahitya Akademi, Rabindra Bhavan, 35, Ferozeshah Road, New Delhi-110001.

The terms and conditions of the contract would be as under:

1. A demand draft for ₹5000 drawn in favour of Secretary, Sahitya Akademi towards cost of the tender document would be deposited alongwith Technical Bid.
2. Earnest Money Deposit by a demand draft for ₹50000 drawn in favour of Secretary, Sahitya Akademi would be deposited alongwith Technical Bid.
3. Tenderers shall not be permitted to withdraw offer or modify the terms and conditions thereof at any time during the process of finalizing the award of work/contract/job. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid amount of EARNEST MONEY DEPOSIT (EMD) will stand forfeited to the Sahitya Akademi.
4. The successful tenderer will be required to deposit immediately a sum equivalent to 15% of the value of the contract as Performance Security Deposit by demand draft/RTGS in favour of Secretary, Sahitya Akademi, New Delhi. The amount of performance deposit may be reduced by the amount of EMD deposited with Technical Bid.
5. Further, failure on the part of the contractor to complete the job in accordance with the terms and conditions set out and within the time schedule will confer on the Sahitya Akademi the right to get the work done through another contractor, under such circumstances, the entire cost/damages so incurred by the Sahitya Akademi will have to be borne by the first contractor and also negligence/lapse on the part of the contractor shall be borne by the contractor.
6. The contractor will be responsible for the guarantee of work of constructed/fabricated for a period of one year at no extra cost/payment from the date of handing over finally to the Sahitya Akademi, the site. Any such work occurring shall be immediately replaced/repaired without any cost on Sahitya Akademi.
7. During the period of construction of Sahitya Akademi’s Book shop, the contractor shall have to make his own arrangement for various amenities necessary for the smooth execution of his work.
8. Incomplete tenders are liable to be rejected.

Cond. on page -1
9. Period and terms of Delivery
The site would be handed over to the contractor immediately after the formalities to start the work has been completed by the successful contractor with the Bangalore Metro Rail Corporation Ltd. The work should be completed within 15 days’ time. Failure to do so will entitle the Sahitya Akademi to impose a penalty of Rs.25,000 per day on the contractor which shall be recovered from any amount payable to the contractor.

10. Storage/Clearance of Materials
The contractor shall comply with the directions/instructions of the Bangalore Metro Rail Corporation Ltd.

11. Terms of Payment:
No advance payment(s) will be made. Payment will be made through RTGS/NEFT on submission of the bill on successful completion of the work, duly certified/recommended by the Committee constituted for the purpose.

12. Breach of terms and condition
In case of breach of any of terms and conditions mentioned above, the Competent Authority of Sahitya Akademi will have the right to cancel the work order without assigning any reason therefor and nothing will be payable by the Sahitya Akademi in that event and the Earnest Money Deposit and the Performance Security Deposit shall stand forfeited.

13. Subletting of work
The tender is not transferrable. The firm shall not assign or sublet the work/job or any part of it to any other person or party.

14. Right to call upon information regarding status of work
The Competent Authority of Sahitya Akademi will have the right to call upon information regarding status of work/job at any point of time after having awarded the contract.

15. Access
Any authorized representative/s of the Sahitya Akademi or nominated by the Competent Authority of the Sahitya Akademi shall at all reasonable times have free access to the works and/or to the workshops, factories or other places where materials are being prepared or fabricated for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall give every facility to Sahitya Akademi or its representatives necessary for inspection and examination and test of the materials and workmanship to Sahitya Akademi or its representatives. Except the representatives of Sahitya Akademi, no person shall be allowed at any time without the written permission of the Competent Authority of the Sahitya Akademi.

16. Disclaimer
The employees of the Sahitya Akademi and their relatives are prohibited from participation in this tender. The near relatives for this purpose are defined as:
(a) Members of a Hindu Undivided Family*
(b) Their spouses*
(c) The one related to the other in the manner as father/son(s)/son’s wife (s), daughters/daughter’s husband, brother/brother’s wife, sisters/sister’s husband.

Contd. on page 3
17. Arbitration

If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing Sole Arbitrator to be appointed by the President, Sahitya Akademi. Such request shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The arbitration proceedings shall take place at New Delhi and shall be conducted in English. The provisions of Arbitration and Conciliation Act and the rules framed there under and in force shall be applicable to such proceedings.

17. Legal Jurisdiction

The agreement shall be deemed to have been concluded in the National Capital Territory of Delhi and all obligations hereunder shall be deemed to be located at the NCT of Delhi and the Court within NCT of Delhi will have jurisdiction to the exclusion of all other Courts.

18. No claim shall lay against Sahitya Akademi in respect of erosion in value or interest on Earnest Money Deposit.

19. Only one tender shall be submitted by one tenderer.

20. The decision of the Secretary, Sahitya Akademi in this regard would be final and binding.

21. The Sahitya Akademi and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute, arising between them under or in connection with the contract. However, any unresolved disputes would be subject to the jurisdiction of Delhi courts only.

22. The Technical Bids will be opened at 11.30am on 09.09.2019 at Sahitya Akademi, Rabindra Bhavan, 35, Ferozeshah Road, New Delhi-110001. It is open for bidders to attend the Technical Bid opening.

23. Selection Criteria
(i) Technical Bid will carry a weightage of 80 marks and the Financial Bid 20 marks.
(ii) The agencies scoring 80 per cent marks or above in Technical Bid shall be eligible for opening of their Financial Bid.
(iii) The agency which scores the highest aggregate marks of Technical Bid/Financial Bid will be awarded the contract.

Contd. on page 4
24. Evaluation Criteria:

24.1 The Technical Bids and the Financial Bids will be evaluated individually.
- 80% Weightage for Technical Bid
- 20% Weightage for Financial Bid

24.2 The criteria for Technical Evaluation is as under:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Criteria</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Organizational strength of the company and its experience in executing such works at national and international level</td>
<td>30</td>
</tr>
<tr>
<td>2</td>
<td>Overall Concept and Design of the Festival of Letters 2017 as per presentation and hard copy submitted.</td>
<td>50</td>
</tr>
<tr>
<td></td>
<td>Concept &amp; Design</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>Effective Utilization of Space</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Innovative ideas for the exhibition and display of books</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>Experience and expertise of key personnel handling the project</td>
<td>20</td>
</tr>
</tbody>
</table>

24.3 The bids of bidders who have cleared the Minimum Qualification Score shall be ranked on the basis of the Technical Cum Creative Bid marks (TTBM) and declared “Technically Qualified Bids”. The Technical Bid Score “TS” of the bidder shall be derived as under:

\[
\begin{align*}
1 & : TS = \frac{\text{TBS} \times \text{HM}}{\text{TTBM}} \\
2 & : TS = \text{Technical Bid score} \\
3 & : \text{HM} = \text{Highest marks amongst all evaluated bid} \\
4 & : \text{TTBM} = \text{Total Technical Bids Marks}
\end{align*}
\]

24.4 The Financial Bids of those who will only be opened whose Technical Bid has qualified. The lowest Financial Bid will be given 20 Marks and the higher bids will be evaluated proportionately.

24.5 Combined Evaluation Score of Technical and Financial Bids.

\[
\begin{align*}
1 & : \text{CES} = (80\% \times TS) + (20\% \times FS) \\
2 & : TS = \text{Technical Score} \\
3 & : FS = \text{Financial Score}
\end{align*}
\]

24.6 The Bid of the Bidder who scores the highest CES will be awarded the work.

24.7 In the event of a tie, the bid with the Highest Technical Score (TS) will be rated as the best bid. Beyond that, the decision of the Secretary, Sahitya Akademi shall be abiding.

25. The work will be completed in accordance with the rules/regulations/policy/approval etc. of the Bangalore Metro Rail Corporation Limited enforce from time to time.

26. The successful contractor shall be responsible for obtaining the NO OBJECTION CERTIFICATE and WORK COMPLETION CERTIFICATE which shall be the part of the bill to be submitted.

For uploading on Sahitya Akademi website

(Signed)
Dy. Secy. I/c Admn

(Baburaj S)
To,
The Secretary,
Sahitya Akademi
New Delhi – 110001

Subject: Technical Bid

Dear Sir,

In response to the e-Tender notice, I/We submit our Technical Bid for supply of paper and enclosed the following documents duly signed and stamped.

<table>
<thead>
<tr>
<th></th>
<th>Document Description</th>
<th>Attached</th>
<th>Not Attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tender has been submitted in the prescribed format duly signed</td>
<td>Attached</td>
<td>Not Attached</td>
</tr>
<tr>
<td>2</td>
<td>Certified copy of PAN</td>
<td>Attached</td>
<td>Not Attached</td>
</tr>
<tr>
<td>3</td>
<td>Certified copy of GST Registration</td>
<td>Attached</td>
<td>Not Attached</td>
</tr>
<tr>
<td>4</td>
<td>Documentary evidence for exemption from deposit of tender cost/ EMD</td>
<td>Attached</td>
<td>Not Attached</td>
</tr>
<tr>
<td>5</td>
<td>Tender cost deposited by demand draft</td>
<td>Attached</td>
<td>Not Attached</td>
</tr>
<tr>
<td>6</td>
<td>Earnest Money Deposit by demand draft</td>
<td>Attached</td>
<td>Not Attached</td>
</tr>
<tr>
<td>7</td>
<td>Certificate of firm not blacklisted</td>
<td>Attached</td>
<td>Not Attached</td>
</tr>
<tr>
<td>8</td>
<td>Certificate that work will be completed supplied within the time limit.</td>
<td>Attached</td>
<td>Not Attached</td>
</tr>
<tr>
<td>9</td>
<td>Certificate of Authorized dealer/brand, if any</td>
<td>Attached</td>
<td>Not Attached</td>
</tr>
<tr>
<td>10</td>
<td>Certificate of rates validity period</td>
<td>Attached</td>
<td>Not Attached</td>
</tr>
<tr>
<td>11</td>
<td>Certificate of acceptance of terms &amp; conditions</td>
<td>Attached</td>
<td>Not Attached</td>
</tr>
<tr>
<td>12</td>
<td>Name and e-mail/mobile number of the Authorized person</td>
<td>Attached</td>
<td>Not Attached</td>
</tr>
<tr>
<td>13</td>
<td>Certificate of minimum turnover of ₹50.00 (₹Fifty Lakhs) per annum during the last three years with certified financial statements.</td>
<td>Attached</td>
<td>Not Attached</td>
</tr>
<tr>
<td>14</td>
<td>List of orders executed during the last three years</td>
<td>Attached</td>
<td>Not Attached</td>
</tr>
<tr>
<td>15</td>
<td>Hard copy of conceptualization/designing alongwith soft copy</td>
<td>Attached</td>
<td>Not Attached</td>
</tr>
<tr>
<td>16</td>
<td>Details of technically competent personnel employed</td>
<td>Attached</td>
<td>Not Attached</td>
</tr>
<tr>
<td>17</td>
<td>Details of any awards won for stand design in the past three years.</td>
<td>Attached</td>
<td>Not Attached</td>
</tr>
<tr>
<td>18</td>
<td>The bid submitted by the tenders shall be valid for a period of 90 days computed from the date of opening of the bid</td>
<td>Attached</td>
<td>Not Attached</td>
</tr>
<tr>
<td>19</td>
<td>Certificate for completing the work within 15 days’ time from the date of issue of work order.</td>
<td>Attached</td>
<td>Not Attached</td>
</tr>
</tbody>
</table>

Date........................................... Signature of Bidder with Seal
ANNEXURE –II

To,
The Secretary,
Sahitya Akademi
New Delhi – 110001

Subject: Financial Bid

Dear Sir,

In response to the e-Tender notice, I/We submit our Financial Bid for supply of paper and enclosed the following documents duly signed and stamped.

CONCEPTUALIZATION/DESIGNING/FABRICATION/CONSTRUCTION/INTERIOR/ EXTERIOR OF 144SOFT OPEN SPACE (12’X12’) FOR SAHITYA AKADemi BOOK STORE AT MAJESTIC METRO STATION, BANGALORE

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Items</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>WALLS &amp; FASCIA</td>
<td>All back/side walls &amp; fascia will be made of water/fire proof thick branded ply board with approximate 8’ height with fiber roof with SS Pipe, cash counter, main entry gate, fascia, logos and digital graphics prints on self-stand ply board and cash counter or places as considered necessary.</td>
</tr>
<tr>
<td>2</td>
<td>BOOK DISPLAY RACKS</td>
<td>All made of water/fire proof thick branded ply board wall to wall book display racks along with display light fitting.</td>
</tr>
<tr>
<td>3</td>
<td>FURNITURE</td>
<td>4 Visitor Chairs and 1Centre Table</td>
</tr>
<tr>
<td>4</td>
<td>ELECTRICAL AND LIGHTING REQUIREMENTS</td>
<td>Arm Spot lights/concealed as per requirement or agreed and other electrical works as necessitated.</td>
</tr>
<tr>
<td>5</td>
<td>FLOWER POTS/DUSTBIN</td>
<td>5 Flower Pots and 2 Dustbin</td>
</tr>
<tr>
<td>6</td>
<td>FIRE EXTINGUISHERS</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Any Other work as necessitated after the tender or on the spot</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Taxes/GST etc. or any other govt. charges, if any</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>TOTAL (inclusive of all taxes, services, GST etc.)</td>
<td></td>
</tr>
</tbody>
</table>

(Rupees)
The work will be completed in accordance with the rules/regulations/requirement of the Bangalore Metro Rail Corporation Limited enforce from time to time. The BMRCL shall be the authority to issue NOC and Completion Certificate which shall be the part of the bill to be submitted for payment.

Signature