



साहित्य अकादेमी

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SAHITYA AKADEMI  
35, फिरोजशाह रोड,  
रवीन्द्र भवन, नई दिल्ली – 110001

31 December 2015

Sub: Inviting quotations for purchase of non-woven bags

Sir/Madam,

Sahitya Akademi, an Autonomous Organization of the Government of India, Ministry of Culture, invites sealed quotations for purchase of non-woven bags as per the specifications mentioned in Annexure I.

Sealed quotations complete in all respect addressed to the Secretary, Sahitya Akademi, 35, Ferozeshah Road, Rabindra Bhavan, New Delhi-110001 should reach this office latest by 12<sup>th</sup> January 2016 till 5.00 pm. The quotations shall be opened at 11.00 am on 13<sup>th</sup> January 2016.

The Tender can also be downloaded from the website <http://www.sahitya-akademi.gov.in>

Yours faithfully,

Renu Mohan Bhan  
Deputy Secretary (Administration)

Encls: As above



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## TERMS AND CONDITIONS OF THE TENDER FOR SUPPLY OF NON-WOVEN BAGS

### SCOPE OF WORK

Supply of Non- Woven Bags as per specifications and quantities given in proforma at Annexure – I.

### TERMS AND CONDITIONS

1. The Tender should be submitted in the prescribed Tender form (Annexure –I). Tender should be filled in only as per the unit mentioned in Annexure-I. Deviation from the prescribed unit will be cause rejection of the whole tender.
2. If the cover of the Tender is not sealed and marked, Sahitya Akademi will assume no responsibility for misplacement or premature opening of the bid.
3. The Tenderer shall bear all costs associated with the preparation of his Tender including cost of presentation for the purpose of clarification on the Tender, if so desired by Sahitya Akademi. Sahitya Akademi in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the Tendering process.
4. The Tenderer should clarify whether the individual signing the Tender or other documents in connection with the Tender signs as:
  - 4.1 of the firm or constitute attorney of such sole proprietorship, or
  - 4.2 A partner of the firm if it be a partnership in which case he must have authority to refer to arbitration of disputes concerning the business of the partnership either by virtue of the partnership deed or a power of attorney. Alternatively, the Tender should be signed by all the partners, or
  - 4.3 Constituted Attorney if it is a company.
5. The quantities mentioned in the schedule may be increased or decreased at the discretion of Sahitya Akademi and no claim in this regard shall be entertained.

6. The Tenderers should fill the rates both in figures as well as in words. The Tender Form should be filled in English and all entries must be handwritten in ink. Overwriting of rates is not permitted. Corrections, if any, should be attested by the Tenderer with his initials.
7. If there is a discrepancy in rates between figures and words, the amount in words will prevail.
8. Tenderers shall be required to deposit Rs. 10,000/- as Earnest Money (refundable) in the form of a demand draft drawn in favour of Sahitya Akademi payable at Delhi. Tenders not accompanied by the requisite Earnest Money shall be rejected summarily.
9. When deemed necessary, Sahitya Akademi may seek clarification on any aspect from the Tenderers. However, that would not entitle the Tenderer to change or cause any change in the price quoted.
10. Each Tender should be accompanied by documentary evidence of the Tenderer having done work of a similar nature. In the absence of the documentary evidence, the Tender will be rejected.
11. Sahitya Akademi will open the Tenders in the presence of the Tenderers or their authorized representatives, who may choose to be present at the following location:

**Sahitya Akademi**

Rabindra Bhawan 35, Ferozeshah Road, , New Delhi-110001

12. Sahitya Akademi will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether they are generally in order.
13. A Tender determined as not substantially responsive will be rejected by Sahitya Akademi and cannot subsequently be made responsive by the Tenderer by rectifying the non-conformity.
14. Sahitya Akademi may waive off any minor infirmity or non-conformity in the Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of other Tenderers. The decision of Sahitya Akademi in this regard will be final.
15. Sahitya Akademi will award the contract to the Tenderer whose Tender has been determined to be substantially responsive and has been determined as lowest evaluated

bid, provided further that the Tenderer is determined to be competent to execute the contract satisfactorily. Sahitya Akademi shall however not bind itself to accept the lowest or any Tender.

16. Before award of the contract, the successful Tenderer will be required to deposit as performance Security (refundable) a sum equal to 5% of the value of the contract, after adjustment of Earnest Money Deposit only in the form of a Demand Draft/Banker Cheque drawn in favour of Sahitya Akademi, payable at Delhi. The Security Money deposited by the successful Tenderer will be retained till full satisfactory execution of the supplies.
17. Security money shall, however, be liable to be forfeited if the contractor fails to supply the bags within the stipulated time or if the supplies are not made as per the specifications of Sahitya Akademi. If the successful contractor backs out after award of the contract, Earnest Money Deposit will be forfeited.
18. The supply must be completed **within fifteen days from the date of issue of Supply Order by Sahitya Akademi** in all respects. Failure to do so will entitle Sahitya Akademi to impose a penalty of Rs. 2,000/- per day on the contractor and the firm will be blacklisted for future work. Further, failure on the part of the contractor to complete the supply in accordance with the terms and conditions set out and within the time schedule will confer on Sahitya Akademi the right to get the supply through another supplier, in which case, the entire cost/damages so incurred by Sahitya Akademi will have to be paid by the approved supplier.
19. Representatives of Sahitya Akademi may inspect the godown(s)/works and office(s) of the supplier before award of the contract.
20. The successful Tenderer will have to get a few samples of the non-woven bag approved by Sahitya Akademi before execution of supply.
21. Supply should be made at Sahitya Akademi Sales Section Swati Building Mandir Marg New Delhi-110001. Cartage will be borne by the Vendor.
22. The copyright of the bag designed for Sahitya Akademi would be vest with Sahitya Akademi and the vender cannot sell the same design to others.
23. The supplier should arrange insurance cover during transit at his own cost.

24. Rate should be quoted as inclusive of VAT and all other levies and this fact must be specifically recorded in the bid.
- 24.1 Sahitya Akademi reserves the right to accept or reject any Tender, and to annul the Tender process and to reject all bids at any time prior to the award of the contract, without thereby incurring any liability to the affected Tenderer or Tenderers on the ground of Sahitya Akademi's action.
- 24.2 The decision of Sahitya Akademi in this regard would be final and binding.
25. Payment would be made on delivery and submission of bill(s). No advance would be paid.
26. Sahitya Akademi is not bound to accept the lowest rate quoted by any Tenderer and reserves the right to accept the whole or any part of the Tender as portion of the quantity offered, which the Tenderer shall supply at the rate quoted.
27. If, at any time during execution of the contract, the contractor encounters conditions impeding timely execution of the work, the firm shall promptly notify Sahitya Akademi in writing of the fact of the delay, its cause(s) and likely duration. As soon as practicable, after receipt of the contractor's notice, Sahitya Akademi shall evaluate the situation and may at its discretion extend the time for completion.
28. Sahitya Akademi and the contractor shall make every effort to resolve amicably by direct informal negotiations and 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.
29. Sahitya Akademi will have discretion to award the contract to more than one contractor. In such a condition, other bidders shall supply at the lowest accepted rate.
30. Before submission of their bids, the Tenderers may visit Sahitya Akademi office at 35, Ferozeshah Road, Rabindra Bhavan, New Delhi-110001. To inspect specimen of the bag on any working day before last date for submission of the Tender.
31. Each Tender must be accompanied by a sample of the bag prepared failing which the Tender shall be rejected outrightly.

32. If the bulk supplied is not as per Sahitya Akademi specifications in terms of material and quality, the Performance Security Deposit alongwith full payment due against bill(s) will be forfeited. Besides, the firm will be blacklisted for future.

33. Validity of the bid

The bid submitted by the Tenderers should be valid for a minimum period of 120 days computed from the date of opening of the bid.

Sealed Tenders, superscripted “Tender for supply of non-woven bags” and addressed to the Secretary, Sahitya Akademi, shall be accepted in the office of Sahitya Akademi, 35, Ferozeshah Road, Rabindra Bhavan, New Delhi-110001. Upto 12<sup>th</sup> January 2016 till 5.00 pm and shall be opened at 11.00 am on 13<sup>th</sup> January 2016. Tenderers or their authorized representatives may, if they so desire, be present during the opening of the Tenders.

**PROFORMA NON WOVEN BAGS**

| Description   | Approx. Quantity | Rate (per bag) Inclusive of all taxes, cartage Etc. (Rs.) |
|---|------------------|---|
| As per specimen   |                  |   |
| Dimension<br>Width 11-”, length 15” Gusset 4” Piping width-0.5 Loop width 2” Loop length-15.5” Gsm 60   | 15,000           |   |
| Dimension<br>Width 13”, length 16” Gusset -4” Piping width-0.5 Loop width 2” Loop length-15.5” Gsm 60   | 5,000            |   |
| Dimension<br>Width-11.75”, length -9” Gusset 4” Piping width-0.5 Loop width 2” Loop length- 15.5”Gsm 40 | 15,000           |   |
| Style<br>Fabric Colour<br>Printing two sides  |                  |   |

**NOTE: The Fabric should be minimum 90% non-woven Polypropylene Fiber Grade with 35 MFI(melt flow index) or superior and should be free from any Inorganic filler. Specimen of non-woven bag prepared should invariably accompany each Bid along with Government recognized Lab. Test report, failing which the Tender will be rejected outrightly.**

The delivery shall be made to, Sahitya Akademi, Sales Section Swati Building Mandir Marg, New Delhi-110001.

Date:

Signature:

Place:

Name:

Address:

PAN:

TIN:

I/We undertake to abide and be bound by the terms and conditions of the Tender/Contract.

Signature of the Tenderer with official seal

Tel. no and date

