

# साहित्य अकादेमी

(राष्ट्रीय साहित्य संस्थान) रवीन्द्र भवन, 35 फीरोजशाह मार्ग, नई दिल्ली–110001

द्रभाष : +91-11-23386626-28, फैक्स : +91-11-23382428

ई-मेल : secretary@sahitya-akademi.gov.in वेबसाइट : http://www.sahitya-akademi.gov.in

## 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./ROM-renovation/17979 e-Tender Notice

20 September 2019

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 renovation of office premises at second floor and basement at its Regional Office Mumbai. The tender document as given on the web site <a href="http://sahitya-akademi.gov.in.">http://sahitya-akademi.gov.in.</a> of the Sahitya Akademi and completed in all respect may be uploaded on <a href="https://eprocure.gov.in.">https://eprocure.gov.in.</a> within 21 days of publication and should be sent in a sealed cover superscribed "Tender for renovation of office premises at second floor and basement at its Regional Office Mumbai" containing "Technical Bid" (Annexure-I) and "Financial Bid" (Annexure-II) kept in a separate sealed covers address 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 along with Technical Bid.
- 2. Earnest Money Deposit by a demand draft for ₹100000 drawn in favour of Secretary, Sahitya Akademi would be deposited along with 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 20% 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 renovation work, 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.

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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. The work should be completed within 45 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

10.1. The contractor shall comply with the directions/instructions of the official at Regional Office Mumbai.

10.2. The successful contractor shall be responsible to abide by the rules and regulation of the local municipal authority in brining/storing etc. of the material required/used in the renovation n work or otherwise. The Sahitya Akademi shall not have any role or responsibility or any liability in this regard.

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.

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#### 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.

- 18. 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 subjected to the jurisdiction of Delhi courts only.
- 19. The decision of the Secretary, Sahitya Akademi in this regard would be final and binding.
- 20. 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.

- 21. No claim shall lay against Sahitya Akademi in respect of erosion in value or interest on Earnest Money Deposit.
- 22. Only one tender shall be submitted by one tenderer.
- 23. The work will be completed in accordance with the rules/regulations/policy/approval etc. of the Mumbai Marathi Grantha Sangrahalaya i.e. NO OBJECTION CERTIFICATE to be obtained by the Regional Office Mumbai of the Sahitya Akademi.
- 24. The successful contractor shall be responsible/libel for the safety of the manpower hired/engaged for the work and follow such rules/regulations as made by the local government authority or as amended from time to time.
- 25. The engagement of manpower shall be at such rates as enforced/applicable by the local government including the admissibility of ESI/EPF/insurance etc.
- 26. The Technical Bids will be opened at 11.30am on 14.10.2019 at Sahitya Akademi, Rabindra Bhavan, 35, Ferozeshah Road, New Delhi-110001. It is open for bidders to attend the Technical Bid opening.
- 27. Financial bid of only those bidders would be opened whose technical bid qualify.

28. The successful contractor shall be responsible for obtaining WORK COMPLETION CERTIFICATE which shall be the part of the bill to be submitted.

Deputy Secretary(Admin)

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 and enclosed the following documents duly signed and stamped.

1	T. I I I I I I I I I I I I I I I I I I I		
1	Tender has been submitted in the prescribed format duly signed	Attached	Not Attached
2	Certified copy of PAN	Attached	Not Attached
3	Certified copy of GST Registration	Attached	Not Attached
4	Documentary evidence for exemption from deposit of tender cost/ EMD	Attached	Not Attached
5	Tender cost deposited by demand draft	Attached	Not Attached
6	Earnest Money Deposit by demand draft	Attached	Not Attached
7	Certificate of firm not blacklisted	Attached	Not Attached
8	Certificate that work will be completed supplied within the time limit.	Attached	Not Attached
9	Certificate of authorized dealer/brand, if any	Attached	Not Attached
10	Certificate of rates validity period	Attached	Not Attached
11	Certificate of acceptance of terms & conditions	Attached	Not Attached
12	Name and e-mail /mobile number of the authorized person	Attached	Not Attached
13	Certificate of minimum turnover of ₹50.00 (₹Fifty Lakhs) per annum	Attached	Not Attached
	during the last three years with certified financial statements.		
14	List of orders executed during the last three years	Attached	Not Attached
16	Details of technically competent personnel employed	Attached	Not Attached
17	Details of any awards won for stand design in the past three years.	Attached	Not Attached
18	The bid submitted by the tenders shall be valid for a period of 90	Attached	Not Attached
	days computed from the date of opening of the bid	111111111111111111111111111111111111111	110t / ttuoriou
19		A 1 1	NT . A 1 .
17	Certificate for completing the work within 15 days' time from the date of issue of work order.	Attached	Not Attached
	of issue of work ofuel.		

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Date				
1 12116				

### (on the company letter head)

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 and enclosed the following documents duly signed and stamped as per requirement.

Sl. No.	Particulars	SQ. FT.
1	II Floor Office electrical total work (computer points, telephone points, light points, air conditioning points etc.)	Lump sum
2.	II Floor-Office ceiling & wall painting (plastic paint) with Birla putty work	500sq.ft.
3.	Removing old damaged plaster and applying the cement plaster with water proofing work,	500 sq. ft.
4.	II floor office – fixing 2mm tile with levelling	2000 sq.ft.
5.	Providing & fixing the new false ceiling 'Arm Strong' at meeting room, Regional Secretary's cabin and basement auditorium	1267 sq.ft.
6.	II floor office – providing and fixing vanitian blinds in colour or white with ground floor, library – one partition total 15 nos.	475 sq.ft.
7.	Ii floor office reception, meeting room and Regional Secretary's cabin with partition old – repairing and applying 6mm M.R. Grade ply and 1mm coloured laminate fixing.	3000 sq. ft
(Rupees		
	k will be completed in accordance with the rules/regulations/requirement of i, Regional Office, Mumbai.	f the Sahity

Date.....

Signature of Bidder with Seal