



साहित्य अकादेमी

(राष्ट्रीय साहित्य संस्थान)

रवीन्द्र भवन, 35 फीरोजशाह मार्ग, नई दिल्ली-110001

दूरभाष : +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

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SA.37/HO/ILF/SHIMLA/ 1631

28 April 2022


e-TENDER
FOR HIRING OF VEHICLE
FOR
International Literature Festival, 2022
(15-19 June, 2022)

Sahitya Akademi is an autonomous organisation under Ministry of Culture, Government of India has organising the **International Literature Festival (ILF-2022)** at Shimla in which approx. 450 writers, critics, translators and poets apart from the folk performers are likely to participate from India and abroad.

The tenders is invited from reputed parties/agencies particularly Travel Agency for providing vehicle on Hire-basis for official use of guest of Sahitya Akademi during the International Literature Festival (ILF-2022) to be held at Shimla from 16-18 June, 2022 for picking and dropping of Guest/Participants/dignitaries from Hotel in and around at Shimla to venue of the event at Gaiety Theatre, Ridge, Shimla as well as from Chandigarh Airport to Shimla, Chandigarh Railway Station to Shimla and any other place as per requirement of the event.

Details of Vehicles to be hired are as under

S.No.	Category of Vehicle	No of Vehicle required	Period	Usages
1	Innova, XUV-500, Tata Hexa or equivalent	20	15-19 June 2022	For taking Guest from Chandigarh to Shimla
2	Mid-Sized vehicle(Temp0 Traveller)	10		For taking guest from Hotels in Shimal to ILF a venues at Ridge
3	Maruti Desire, Honda City, Maruti Suzuki, Etios or equivalent	20		
4	Bus (26 Seater)	04	14-19 June, 2022	Delhi to Shimla & back. The Bus will remain in Shimla till 19 th June, 2022
			Kindly quote per vehicle/per km basis.	
Total		54		


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Who can Participate

Any agency/ registered firm/ proprietorship/partnership/travel agents who have experience in booking/providing Vehicles in India. The Government Agencies are encouraged to submit their quotations.

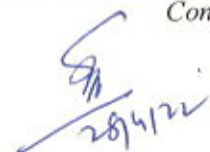
Terms and Conditions of submission of Bid

1. The Bidder must submit Bids with rates on or before **9 May, 2022 by 5:00 p.m.** addressed to the Secretary, Sahitya Akademi, Rabindra Bhavan, 35, Ferozeshah Road, New Delhi - 110001.
2. **The Bid must contain the following:**

(i)	Profile of the Agency/Company	ATTACHED	YES	NO
(ii)	Details of in - house Technical Manpower/Staff	ATTACHED	YES	NO
(iii)	Track record/detail of similar events handled/executed	ATTACHED	YES	NO
(iv)	Undertaking that the tenderer has never been blacklisted by any Government of India Ministry/Department/ Authority/Organization/Agency etc.	ATTACHED	YES	NO
(v)	Certified financial statement for the last 3 years i.e. 2018-19, 2019-20 & 2020-21	ATTACHED	YES	NO
(vi)	Latest Income Tax Clearance Certificate / Copy of ITR and PAN.	ATTACHED	YES	NO
(vii)	Tender fee of Rs.5000/0 (Rs. Five Thousand only) in the form of ONLY demand draft payable in favour of Secretary, Sahitya Akademi, New Delhi or any documentary evidence in support of the exemption for payment of EMD			
(vii)	EMD of Rs.3,00,000/- (Rs. Three Lakh Only) in the form of ONLY demand draft payable in favour of Secretary, Sahitya Akademi, New Delhi or any documentary evidence in support of the exemption for payment of EMD	ATTACHED	YES	NO
(ix)	GST Registration Certificate issued by the competent authority	ATTACHED	YES	NO

The EMD will be returned to the unsuccessful tenderers at the earliest within a month after the award of the work.

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3. Submission of Tender:

- 3.1 The Bid should be submitted in sealed covers super-scribed TENDER FOR HIRING OF VEHICL AT SHIMLA.
 - 3.2 The Bid will be opened on 11 May, 2022 at 04.00 pm. in the presence of the bidders or their authorized representatives in the Sahitya Akademi's Conference Hall at the 3rd Floor.
 - 3.3 The Committee shall assess the ability of the agencies to carry out the requisite quality work, profile and experience in the field.
 - 3.4 The decision of the Secretary, Sahitya Akademi who is the Competent Authority in the Sahitya Akademi shall be final and abiding.
 - 3.5 The tender document may be downloaded from Sahitya Akademi's website <http://sahitya-akademi.gov.in>
4. No advance Payment will be made through PFMS (Public Financial Management System) on submission of the bill on successful checked out duly certified/recommended by the Committee constituted for this purpose.
 5. The contract for providing vehicles will be given to the lowest bidder who fulfils all the terms Conditions given in the tender document. To safeguard against failure by the successful Service provided in providing requisite number of Vehicles, this office may empanel other Service providers who are capable to provide service as per the same terms and conditions as that of L-1(Firm who has quoted the lowest rates), tenderer.
 6. This office reserves the right to revise the requirements of vehicles being hired depending upon the actual requirement. A daily Record indicating time and mileage for each vehicle shall be maintained in a log-book which Should be submitted to the Sahitya Akademi for scrutiny and payment of bills.
 7. The vehicles should have all necessary permission from the Transport department including the Pollution certificates issued by the Competent Authority.
 8. The vehicles shall be exclusive use of this office and shall be made available 24X7 for 15 to 19 June, 2022 or on need and requirement basis.
 9. In case of any breakdown of vehicle on duty, the service provider shall make arrangement for providing another vehicle.



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10. The driver(s) deputed on duty should carry valid driving license and do not have any Police Records/criminal cases against them.
11. 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 afore said amount of EARNEST MONEY DEPOSIT (EMD) will stand forfeited to the Sahitya Akademi.
12. No claim shall lay against Sahitya Akademi in respect of erosion in value or interest on Earnest Money Deposit and for any challan/loss/damage or any accident of the vehicle or for the injury of any other third party. The loss damage or legal expenses on this account shall be borne by the Service Provider. Undertaking in this regard would be required to be submitted by the tenderer alongwith technical bid.
13. The successful bidder will be liable to deposit Performance Security equivalent 10% of the value of work/contract/job reduced by amount of EMD by a demand draft in favour of Secretary, Sahitya Akademi, New Delhi within 10 days from the day of issue of work order.
 - 13.1 In the event of breach of contract or negligence or non-observance of any condition of contract or for unsatisfactory performance i.e. contrary to the contract, the performance security can be forfeited on the approval of the Competent Authority in the Sahitya Akademi.
 - 13.2 On expiry of the contract, such portion of the said security deposit as may be considered by the Competent Authority of the Sahitya Akademi sufficient to cover any incorrect or excess payments made on the bills to the firm shall be retained until the final report of the Committee on account of firm's bill has been received and examined.
14. **Penalty:** In case the bidder fails to arrange the required rooms at the satisfaction of the Akademi the Competent Authority in the Sahitya Akademi) would be deducted 2% of the contracted value from the amount payable to the Agency.
15. **Force Majeure:** If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of


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such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive. Further, that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event, either party may at lists option, terminate the contract.

15.1 Provided also that if the contract is terminated under this clause, the Sahitya Akademi shall be at liberty to take over from the supplier at a price to be fixed by the Competent Authority of the Sahitya Akademi, which shall be final all unsatisfactory room/services of the contractor at the time of such termination or such portion thereof as the Competent Authority of the Sahitya Akademi may deem fit, except such materials, bought out components and stores, the contractor may with the concurrence of the Competent Authority of the Sahitya Akademi elect to retain.

16. **Insolvency etc.:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified by the Competent Authority of the Sahitya Akademi shall have the power to terminate the contract without previous notice.
17. **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 security deposit shall also stand forfeited.
18. **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. Only one tender shall be submitted by one bidder.
19. **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.
20. **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, daughters & daughter's husband, brothers and brother's wife, sisters and sister's husband.





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21. **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.
22. **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.


(Sanjay Kumar)
Dy. Secretary (Admn.)

For uploading on Sahitya Akademi website