



साहित्य अकादेमी

(राष्ट्रीय साहित्य संस्थान)

रवीन्द्र भवन, 35 फीरोज़शाह मार्ग, नई दिल्ली-110001

दूरभाष : +91-11-23386626-28, फ़ैक्स : +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/Transport/2022-23/ 8647

14 July, 2023

e-Tender Notice

Subject: Transportation of Books in 188 Blocks of Jammu & Kashmir

Sahitya Akademi an autonomous organisation under Ministry of Culture, Govt. of India, requires the services of a professional agency having experience in transportation of the goods all over India especially in the UT of J&K

The Tender Fee of Rs. 10,000/- (Rupees Ten Thousand only) and the Earnest Money Deposit would be Rs.1,00,000/- (Rupees One Lakh only) shall be paid by a demand draft in favour of Secretary, Sahitya Akademi payable at New Delhi subject to exemption on submission of documentary evidence.

In the event of any corrigendum, the same shall also be issued on website www.sahitya-akademi.gov.in of the Sahitya Akademi. Tender. Interested parties may upload the tender on ecpp portal and the hard copy of the same may also be submitted to Secretary, Sahitya Akademi, 35, Ferozeshah Road, Rabindra Bhawan, New Delhi-1, as per details given below: -

Last date for submission of Bid	21 July, 2023 upto 17.00 hrs
Date of Opening of Technical Bids	24 July, 2023 at 11.00 hrs. at Sahitya Akademi's Conference Hall, 3 rd Floor

(Krishna R Kimbahune)
Deputy Secretary I/c (Admn.)

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About Transport

Sahitya Akademi is an autonomous organization under the Ministry of Culture, Government of India Invite Tender for Hire of Transport Services for delivery of Sahitya Akademi Books in the UT of J&K as per details mentioned in Annexure "A". The transporters/ authorized dealers engaged in the business of transportation for more than five years and preferably well versed with the locations/ area in the UT of J&K

Who can Participate

Any agency/ firms/Transporter who is having the experience in transportation of goods throughout the India preference will be given to those who is having knowledge of geographical area of UT of J&K

The Work

1. The delivery of books shall be completed within a period of 15 days from the date of handing over the consignment for the respective districts/blocks.
2. The transporter will be responsible for delivery of books at 188 Blocks in 20 districts in UT of J&K.
3. The Total Weight of the Consignment will be approx. 50,000 kg.
4. The transporter will be liable to obtain acknowledgments duly signed and rubber stamped for delivery of books from the officials as mentioned in the delivery letter/challan issued by the Sahitya Akademi.
5. The successful transporter will be liable to enter into an agreement with Sahitya Akademi with regard to Hire of Transport Service/Delivery of Books/Obtaining Acknowledgments duly signed and rubber stamped.
6. The successful transporter will be liable/responsible for damages of consignment or loss by theft or fire or otherwise.
7. The rates should hold good upto 180 days from the date of receipt of work order.
8. The delay in supply/short supply/damaged supply will be the sole responsibility of the Transporter and will be charged @ 5% of the value of the consignment which will be deducted from the bill/s.
9. The safety of men or materials or tools etc. used by the transporter will be his sole responsibility. In no case, Akademi will be responsible/liable for the safety of the men or materials or tools etc. used by the transporter.

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Terms and Conditions & the Bidding Process

1. The Bidder must submit Bids in **two bid system i.e. Technical Bid and Financial Bid**. Both the Technical Bid and Financial Bid will have to be submitted separately in two sealed cover super-scribed as **“Technical Bid”** and **“Financial Bid”** with **name, address with telephone or mobile number** of the Tenderer should also be written legibly in all three sealed envelopes. Both the bid should be put in another sealed envelope super-scribed as **“Bid for transportation of Sahitya Akademi publications in 188 block of UT of J&K”** on top of the envelope.

All the Bidders should submit the tender at **ECPPP Portal** on or before **21 July 2023 by 5:00 p.m.** and submit the hard copy addressed to the Secretary, Sahitya Akademi, Rabindra Bhavan, 35, Ferozeshah Road, New Delhi - 110001.

2. The Technical Bid must contain the following:

(i)	Profile of the Agency/Company	ATTACHED	YES	NO
(ii)	Details of in – house Manpower/Staff	ATTACHED	YES	NO
(iii)	Track record/detail of similar work handled/executed	ATTACHED	YES	NO
(iv)	Specify experience relating to supply of the orders at Block level	ATTACHED	YES	NO
(v)	Undertaking that the tenderer has never been blacklisted by any Government of India Ministry/Department/ Authority/ Organization/ Agency etc.	ATTACHED	YES	NO
(vi)	Certified financial statement for the last 3 years i.e. 2019-20, 2020-21 & 2021-22.	ATTACHED	YES	NO
(vii)	Latest Income Tax Clearance Certificate / Copy of ITR and PAN.	ATTACHED	YES	NO
(viii)	Tender Fee of Rs. 10,000/- (Rupees Ten Thousand Only) by demand draft payable in favour of Secretary, Sahitya Akademi, ND MSME certificate for exemption of Tender Fee.	ATTACHED	YES	NO
(ix)	EMD of Rs. 1,00,000/- (Rupees One Lakh Only) in the form of demand draft payable in favour of Secretary, Sahitya Akademi, New Delhi. MSME certificate for exemption of EMD	ATTACHED	YES	NO
(x)	GST Registration Certificate issued by the competent authority	ATTACHED	YES	NO



3. **Submission of Tender:**

3.1 Tender should be submitted in two separate sealed covers super-scribed TECHNICAL BID and FINANCIAL BID.

3.2 The Financial Bid must contain the following:

(i)	Must contain the total cost of the project including all aspects.	ATTACHED	YES	NO
(ii)	The contractors should quote in figures as well as in words the rates and amount in the financial bid.	ATTACHED	YES	NO
(iii)	The rates quoted in the financial bid shall be inclusive of all taxes, GST, levies etc. as applicable from time to time.	ATTACHED	YES	NO
(iv)	Nothing extra shall be payable over and above the tendered/accepted rate as per the Price Schedule mentioned in the Financial Bid.			

3.3 The Technical Bid will be opened on **24 July 2023 at 11:00 am.** in the presence of the bidders or their authorized representatives in the Sahitya Akademi's Conference Hall at the 3rd Floor.

3.4 The Technical Bid would be considered only for those bidders who fulfil the eligibility criteria and have submitted all the documents.

3.5 The bids would be first evaluated technically as specified in the evaluation para.

3.6 Financial Bid of only those bidders whose Technical Bid qualify would be opened.

3.7 The decision of the Secretary, Sahitya Akademi who is the Competent Authority in the Sahitya Akademi shall be final and abiding.

3.8 The Bids (Technical/Financial) shall be valid for a period of 120 days from the date of award of the tender.

3.9 The tender document may be downloaded from Sahitya Akademi's website <http://sahitya-akademi.gov.in>

Evaluation Criteria:

4.0 The Technical Bids and the Financial Bids will be evaluated individually.

- 80% Weightage for Technical Bid
- 20% Weightage for Financial Bid



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4.1 The criteria for Technical Evaluation is as under:

Sl. No.	Criteria	Marks
1	Experience in executing orders under Samagra Shiksha Abhiyan and various other Govt. Schemes where delivery at Block Level is to be made.	20
2	Experience for Execution of Govt. orders.	40
3	Experience and expertise of key personnel handling the block level delivery in India	20
4	Manpower, timely availability of vehicles and pickup and delivery of consignments from 24 Hrs. no entry Zone	20

4.2 Financial Bids of only those who gets minimum 70 marks to qualify technically.

4.3 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:

1	(TS X HM/TTBM)
2	TS (Technical Bid score)
3	HM (Highest marks amongst all evaluated bid)
4	TTBM (Total Technical Bids Marks)

4.4 The Financial Bids of those 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.

4.5 Combined Evaluation of Technical and Financial Bids. The total score of the bidder will be determined as under:

1	$CS = (80\% \times TS) + (20\% \times FS)$
2	TS (Technical Score)
3	FS (Financial Score)

4.6 The Bid obtains the highest CES, will be rated as the Best Bid and will be awarded the work.

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- 4.7 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 will be abiding.
5. No advance payment(s) will be made. Payment will be made through PFMS (Public Financial Management System) on submission of the bill on successful completion of the work.
6. 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.
7. No claim shall lay against Sahitya Akademi in respect of erosion in value or interest on Earnest Money Deposit.
8. 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.
9. 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 constituted in this regard on account of firm's bill has been received and examined.
- 10 **Period and terms of Delivery:** The Books will be delivered within 15 days of the handing over the consignment.
- 11 **Penalty:** In case of delay, a penalty @ Rs. 10,000/- per day would be imposed by the Competent Authority in the Sahitya Akademi and the same would be deducted from the amount payable to the contractor.

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13. **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 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.

11.1 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 unused undamaged and acceptable materials, bought out components and stores during the course of manufacture which may be in possession 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.

14. **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.
15. **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.

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16. **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.
17. **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.
18. **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 assigned job 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.
19. **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.
20. **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.
21. **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.
