

SA.37/FOL/2023-24

20262

26 December, 2023


**CORRIGENDUM**

**Sub: Pre-bid meeting to be held on 27.12.2023 for Festival of Letters 2024 scheduled to take place from 11.03.2024 to 16.03.2024 at Rabindra Bhavan Lawns, 35 Ferozeshah Road, New Delhi-110001 –reg.**

In continuation of the above mentioned subject, the revised schedule for pre-bid meeting to be held on 29 December 2023 instead of 27 December 2023 is as per the details mentioned below:

S. No.	Particulars	Tender ref. & ID no.	Date & Timing
1	Conceptualization, Designing and Fabrication	Tender ref. no. SA.37/HO/ecppp/00097 ecppp Tender ID 2023_SA_786485_1	29.12.2023 11:00 AM
2	Hotel accommodation	Tender ref. no. SA.37/HO/ecppp/00096 ecppp Tender ID 2023_SA_786465_1	29.12.2023 12:00 Noon
3	Catering	Tender ref. no. SA.37/HO/ecppp/00095 ecppp Tender ID 2023_SA_786449_1	29.12.2023 12:30 PM

All other terms & conditions shall remain the same.

  
(Krishna R Kimbahune)  
Dy. Secretary i/c Admn.

**Matter for placing on Website.**



SA.37/FOL/2023-24/

19356

20 December, 2023

## e-Tender Notice

**Sub: Conceptualization, Designing and Fabrication of Venue for Festival of Letters, 2024 to be held from 11.03.2024 to 16.03.2024 at Rabindra Bhavan Lawns, 35 Ferozeshah Road, New Delhi-110001**

Sahitya Akademi an autonomous organisation under Ministry of Culture, Govt. of India, requires the services of a professional agency having experience in designing/fabrication of exhibitions/events/literary festivals/similar other events etc. at National and International level. The concept of the Festival of Letters 2024, is as given in the introduction.

The Tender Fee of Rs.25,000/- (Rupees Twenty-Five Thousand only) and the Earnest Money Deposit would be Rs.5,00,000/- (Rupees Five Lakh only) shall be paid by a demand draft in favour of Secretary, Sahitya Akademi payable at New Delhi.

In the event of any corrigendum, the same shall also be issued on website www.sahitya-akademi.gov.in of the Sahitya Akademi.

The tender document, in a sealed cover, addressed to the Secretary, Sahitya Akademi, Rabindra Bhawan, 35, Ferozeshah Road, New delhi-110 001 may be submitted latest by 10 January 2024 upto 17.00 hrs.

Date of Pre-Bid Conference	27 December, 2023 at 11.00 hrs. at Sahitya Akademi's Conference Hall, 3 <sup>rd</sup> Floor
Last date for submission of Bid	10 January, 2024 upto 17.00 hrs.
Date of Opening of Technical Bids	15 January 2024 at 11.00 hrs. at Sahitya Akademi's Conference Hall, 3 <sup>rd</sup> Floor
Date of Opening of Financial Bids	17 January 2024 at 11.00 hrs. at Sahitya Akademi's Conference Hall, 3 <sup>rd</sup> Floor

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



**साहित्य अकादेमी**  
(राष्ट्रीय साहित्य संस्थान)

संस्कृति मंत्रालय, भारत सरकार का स्वायत्त संस्थान  
रवींद्र भवन, 35, फ़ीरोज़शाह मार्ग, नई दिल्ली-110 001  
दूरभाष : +91-11-23386626-28, फ़ैक्स : +91-11-23382428  
ईमेल : secretary@sahitya-akademi.gov.in  
वेबसाइट : http://www.sahitya-akademi.gov.in

**Sahitya Akademi**  
(National Academy of Letters)

An autonomous organization under Ministry of Culture, Govt. of India  
Rabindra Bhavan, 35, Ferozeshah Road, New Delhi-110 001  
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Website: http://www.sahitya-akademi.gov.in

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## **About Festival of Letters, 2024**

The Festival of Letters, 2024 is an annual event of Sahitya Akademi featuring about 1000 eminent writers, scholars, critics, poets and translators throughout Country. Every year the Festival is based on a specific theme. For 2024 Festival of Letters, the theme will be **“7 Decades of Indian Literature”**.

The event will take place in the Rabindra Bhavan premises and the Award ceremony will take place at Kamani Auditorium. The Festival will have the paper presentations, seminar, symposium, literary forum, audio visual presentation and cultural performances apart from an event dedicated to children.

## **Who can Participate**

Any agency/ firms/ event management company, having experience in designing, fabrication for creating the ambiance and setting up the festivals can participate in the tender process. Preference will be given to the Government organization.



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## The Work

1. Theme: “7 Decades of Indian Literature”
2. Conceptualization, designing and fabrication of Venue for the Festival of Letters 2024, Award Presentation at Kamani and to provide other related ancillary services.
3. Setting and sprucing the appropriate Venue for the Inauguration of Sahitya Akademi Annual Exhibition. The Exhibition will feature photographs, messages, captions, slogans that need to be printed in vinyl and erected in aesthetic manner. Providing adequate space for sitting of guests/visitors in the Exhibition area besides this a portable low seater with the maximum capacity of 6 persons for the welcome musicians in Rabindra Bhawan and at Kamani Auditorium before the Awards presentation ceremony.
4. Sahitya Akademi will be organising approx. 200 programmes during Festival of Letters, 2024 in Rabindra Bhawan Compound, Lalit Kala Gallery, Sahitya Akademi auditoriums etc., list of the same will be provided later on to the Successful bidder for creating the backdrops, live streaming link, creation of Zoom link etc.
5. In the Kamani Auditorium, the stage decoration must highlight the theme of Festival of letters, 2024 including all inside and outside banners/hoardings and other publicity materials etc.
  - a. The fresh floral decoration on the stage, entrance galleries of the Kamani Auditorium Main Gate of the Kamani Auditorium may be made. Sitting arrangement of 24 Awardees and 05 dignitaries may also be made alongwith the centre table, adequate light and other furniture & fixtures, LED of 8X4 feet (32 Sq. feet) may be installed outside the Kamani Auditorium for public to view the award presentation ceremony.
6. Overhead water proof hanger/structure with fire retarded and to sustain high speed wind/rain pressure with wooden floor, different colour carpet in the hanger covering the provided area in Rabindra Bhawan Lawns.
7. Fabricate and design Book Corner for display/exhibit of about 3000 Sahitya Akademi books/publications. The corner must have a counter with a sitting of 2-3 person, adequate Electricity points, store room for keeping the books outside the Lalit Kala Akademi, Gallery with all provision of Water proof, Security Etc.

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8. During the Festival of Letters 2024, all the programmes will be held in 8 halls with stage and podium. 3 temporary sound proof & fully Air Conditioned auditorium must be erected at Rabindra Bhawan lawns with the sitting capacity of 150 audiences. 3 halls should be created in the Lalit Kala Akademi Gallery with sound proof, fully air-conditioned and Akademi's first floor and third floor auditorium may also be used for conducting the programmes. In each hall, a podium with the Festival Logo, 10 chairs for dais, adequate lights, backdrop on LED screen, branded PA/Sound system with hand, collar mics, arrangement for Zoom meeting with good internet connectivity etc. must be provided.
9. Creation of VIP lounge in the Rabindra Bhavan compound with adequate sitting arrangements which including sofa sets, chairs, centre table, side table etc.
10. The vendor has to create two Food Courts in the hanger for VIP and General public separately. The VIP Food Court must have tables alongwith chairs for sitting and should be air conditioned.
11. Erection of 3 LEDs (8 feet x 4 feet) in the Rabindra Bhavan compound, must be fixed at the prominent places for the audience to view, multiple views from all the halls.
12. Adequate sitting alongwith lightings, necessary sound system required according to the demand of the programmes must be arranged at Meghdoot Theatre or at the place where cultural performances take place.
13. One cabin with 6 charging / plug points on Board for media persons. The Media cabin shall contain two tables and four chair with good internet facility
14. To create the reception area by giving corporate look with adequate furniture, branding etc. in the Rabindra Bhavan Lawns.
15. One corner may be erected for displaying the Library Books and award winning books with adequate sitting arrangement, basic amenities, electricity etc.
16. To depute professional photographers and videographer separately in all the 8 halls and have to depute an additional photographer and videographer at the venue for photography and videography all the activities happening in and around Rabindra Bhawan and also at Kamani Auditorium on the day of Award Function.
17. The vendor will be responsible for designing and putting up the Back drop, banners on latest technology equipped good quality LED measuring 8X4 feet (32 sq. feet) of programme in each hall.
18. All the halls and the designated places of Rabindra Bhawan compound will be decorated with the fresh flowers needs to be changed on daily basis.
19. To provide fresh flower bouquets/bunch for dignitaries of each session, approx. 300, the exact number will be intimated in due course of time.

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20. To create information, help desk/first aid counter equipped with all emergency medicine in Rabindra Bhawan compound.
21. Designing and erecting Five programme Flex in the size of 10x12 feet on the Copernicus Marg, Ferozeshah Road entrances of the Rabindra Bhavan, back side of LKA Gallery near facing towards Mandi House Circle, on the right corner of Copernicus Marg and at the Wall of NSD on 1 March, 2024
22. Designing and erecting arches on the Copernicus Marg and Ferozeshah Road entrances of the Rabindra Bhavan gates.
23. Sahitya Akademi will provide the successful bidder/s, 400-500 photographs, news clippings to be displayed on the big vinyl prints mounted on sun board for display in the Akademi exhibition. The successful bidder/s should scan, design, print and erect these materials on suitable medium.
24. The photographs of Award-winners are to be displayed in the square cubical on vinyl mounted on the octonon panel and the same may be kept in and around the Rabindra Bhavan Compound and at Kamani Auditorium.
25. The successful bidder/s should create an aesthetically appealing common logo for the Festival of Letters 2024 and supply the open file to Sahitya Akademi. The bidder should also use them in the arches, flex boards, banners, back drops and at all prominent places.
26. A separate cabin for Accounts Section near the VIP Food Court with 2 standard size table, 6 chairs, ceiling fan, lighting, electrical points and internet facility may be created/erected.
27. Illumination of the Rabindra Bhavan Building and trees with focus & LED lights.
28. The scope of work will cover providing plants to add a green touch to the Venue along with electrical fittings in the pavilion as per requirements.
29. Dustbins (Big sizes) with Swachh Bharat Mission Logo (10 Nos.)
30. Soundless Power back with the adequate capacity will be kept. The vendor has to run all operations on the Generator or get the temporary metre installed for which commercial rates has been charged and the same will be deducted from the bill before releasing the payment.
31. Round the clock security of the Venue with sufficient guards (2 Security Supervisor, 1 Security Guard in each hall to manage the crowd and 4 security guard in Rabindra Bhawan Premises).



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32. Keeping the Venue neat & clean and to follow the guidelines of Covid-19 Pandemic.
33. Fire Exit in the Venue. The successful bidder should also provide 10 Fire Extinguisher for the Rabindra Bhavan Lawns and 02 each in all the halls for precautionary measures.
34. To make arrangement of live streaming of all the sessions during the Festival of Letters 2024 held from 11-16 March 2024 and share the links for all the session well in advance with Sahitya Akademi.
35. To create Zoom link that can be shared with the participants joining online and the joining participants video shall be streamed in the hall. Such facility should be made available in each of the auditorium/hall.
36. To print Good quality 1500 plastic badges with lanyards. The lanyards must contain Sahitya Akademi, Ministry of Culture and Festival of Letters logo. Each badge must contain the photograph of the participants/ staff / officials with the barcode and the same will be handed to Sahitya Akademi on or before 8<sup>th</sup> March,23
37. To provide the adequate manpower alongwith the barcode reading machine to manage the entry in the VIP Food Court.
38. Enough multipurpose work force must be engaged for shifting/change/other miscellaneous work during the Festival of Letters 2024.
39. Provision for closing of Halls and exhibition venue after the events.
40. The main scope of work besides other important areas includes fabrication of Venue for the Festival of Letters 2024 maintenance as well as daily cleaning/sweeping and 24-hour security of the Venue during the event and dismantling of the pavilion after the event within 48 hours. The Lawns must be hand over in the perfect conditions as was given before the start of the work.
41. The Vendor will be responsible for putting up the publicity banners in the Metro Stations provided by DMRC along with FOL, SA, MOC and Metro Logo's.
42. The Vendor is sole responsible for insuring all the fixtures & fittings installed in the Rabindra Bhawan and submit the copy of the same to Sahitya Akademi for records. Sahitya Akademi will not be held responsible for any loss/damages.
43. The vendor has also to do the work which is necessitated in connection with the successful completion of the programme on need and requirement.



## Terms and Conditions & the Bidding Process

1. The Bidder must submit Bids in **two bid system i.e. Technical Bid and Financial Bid at ecpp portal**. Both the Technical Bid and Financial Bid will have to be submitted separately as “**Technical Bid**” and “**Financial Bid**”.

All the Bidders should upload the tender document at ecpp portal on or before **10 January 2024 by 5:00 p.m.** In absence of submission of e-tender at ecpp portal, the tender will not be considered or liable for rejection.

2. **The Technical 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)	Specify experience relating to organising Literary Event	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.2020-21, 2021-22 and 2022-23	ATTACHED	YES	NO
(vii)	Latest Income Tax Clearance Certificate / Copy of ITR and PAN.	ATTACHED	YES	NO
(viii)	Tender Fee of Rs.25,000/- (Rupees Twenty Five Thousand Only) by demand draft payable in favour of Secretary, Sahitya Akademi, ND	ATTACHED	YES	NO
(ix)	EMD of Rs.5,00,000/- (Rupees Five Lakh Only) in the form of demand draft payable in favour of Secretary, Sahitya Akademi, New Delhi.	ATTACHED	YES	NO
(x)	GST Registration Certificate issued by the competent authority	ATTACHED	YES	NO
(xi)	MSME certificate for exemption of Tender Fee & EMD	ATTACHED	YES	NO
<b>The total cost the work all-inclusive of taxes will not be more than 30 times of the EMD</b>				

3. **Submission of Tender:**

3.1 The bidder is required to submit the 3D design in the pen drive and also to upload the same at the ecpp portal.





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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 A pre-bid meeting to clarify any queries regarding the tender will be held at the Sahitya Akademi's Conference Hall on 3<sup>rd</sup> Floor on **27 December 2023 at 11:00 hrs.**
- 3.4 Any person interested in submitting bids may come for the pre bid conference.
- 3.5 The Technical Bid will be opened on **15 January 2024 at 11:00 hrs.** in the presence of the bidders or their authorized representatives in the Sahitya Akademi's Conference Hall at the 3<sup>rd</sup> Floor. The representative is responsible to show case the 3D design to the committee members. The marking will be done only on the basis of the concept, design, utilization of the space and experience of the same agency/ vendor in executing such works.
- 3.6 The Committee shall assess the ability of the agencies to carry out the requisite quality work, profile and experience in the field.
- 3.7 The Concept/Design of the Festival of Letters 2024 with layout, decoration plan etc. as indicated above must be submitted in 3D hard copy as well as in Pen Drive.
- 3.8 The Technical Bid would be considered only of those bidders who fulfil the eligibility criteria and have submitted all the documents on ecpp portal.
- 3.9 The bids would be first evaluated technically as specified in the evaluation para.
- 3.10 Financial Bid of only those bidders whose Technical Bid qualify would be opened.
- 3.11 The decision of the Secretary, Sahitya Akademi who is the Competent Authority in the Sahitya Akademi shall be final and abiding.
- 3.12 The Financial Bids will be opened on **17 January 2024 at 11:00 hrs.**
- 3.13 The Bids (Technical/Financial) shall be valid for a period of 70 days from the date of award of the tender.



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

4. **Evaluation Criteria:**

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

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

4.2 The criteria for Technical Evaluation is as under:

Sl. No.	Criteria	Marks	
1	Organizational strength of the company and its experience in executing such works at national and international level.	30	
2	Overall Concept and Design of the Festival of Letters 2024 as per presentation and hard copy submitted.	50	
	Concept & Design		30
	Effective Utilization of Space		10
	Innovative ideas for the Photo exhibition, Award ceremony etc. and display of books		10
3	Experience and expertise of key personnel handling the project	20	

4.3 Financial Bids of only those bidders will be opened who gets minimum 70 marks to qualify technically.

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

4.5 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.

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

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



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- 4.7 The Bid obtains the highest CES, will be rated as the Best Bid and will be awarded the work.
- 4.8 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, duly certified/recommended by the Committee constituted for the purpose.
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. The successful bidder will be liable to deposit within 10 days from the day of issue of work order a 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.
- 8.1 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.
- 8.2 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.
9. **Period and terms of Delivery:** The site would be handed over to the contractor on 27 February, 2024. The work should be completed by 8<sup>th</sup> March, 2024 by 12:00 noon.



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10. **Penalty:** In case of delay, a penalty @ Rs. 10,000/- per hour would be imposed by the Competent Authority in the Sahitya Akademi and the same would be deducted from the amount payable to the contractor.
11. **Storage of Materials:** The contractor shall not store any material and debris within the premises other than the Venue/work site handed over to him.
12. **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.
  - 12.1 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.
13. **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.



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14. **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.
15. **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.
16. **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.
17. **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.
18. **Clearing site on completion:** On completion of the work after all the events are over, the contractor shall clear away and remove from the site all surplus materials, rubbish and temporary works of every kind and leave the whole of the site/Venue clean and in a workmanlike condition to the satisfaction 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.





## साहित्य अकादेमी

(राष्ट्रीय साहित्य संस्थान)

संस्कृति मंत्रालय, भारत सरकार का स्वायत्त संस्थान  
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वेबसाइट : http://www.sahitya-akademi.gov.in

## Sahitya Akademi

(National Academy of Letters)

An autonomous organization under Ministry of Culture, Govt. of India  
Rabindra Bhavan, 35, Ferozeshah Road, New Delhi-110 001  
Phone: +91-11-23386626-28, Fax +91-11-23382428  
E-mail: secretary@sahitya-akademi.gov.in  
Website: http://www.sahitya-akademi.gov.in

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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.

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