



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/ 1630

28 April 2022

e-TENDER FOR Catering Services for International Literature Festival, 2022 (To be held from 16-18 June, 2022) at Ridge, Shimla, Himachal Pradesh

Sahitya Akademi, India's National Academy of Letters, is the central institution for literary dialogue, publication and promotion in the country and the only institution that undertakes literary activities in 24 Indian languages, including English 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. In order to provide the Food to approx. 600 guests/VIP/VVIP from 16.6.2022 to 18.06.2022, the Akademi invites e-tender as well as the hardcopy from experienced, competent and reputed contractors for providing catering services at Ridge, Shimla. The applicable taxes should be quoted separately.

S.No.	Lunch	Person(s)	Running Tea	No of Days
1	12.30 pm to 3.00 pm	600	9.30 am to 6.00 pm	16.06.2022 to 18.06.2022 (3 Days)
2	12.30 pm to 3.00 pm	600		
3	12.30 pm to 3.00 pm	600		
Extra provision for 10% may be made on need and requirement basis				
Menu(Vegetarian food only) will be changed on daily basis				
Provision may also be kept for one Dinner to be served for 700-800 person				

Who can Participate

Any agency/ firms/ Caterer who have experience in catering services in India. The Government Agencies are encouraged to submit their quotations in this regard.

Sahitya Akademi

(an autonomous organisation under Ministry of Culture, Govt. of India)

35, Ferozeshah Road, Rabindra Bhawan, New Delhi-110 001

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Terms and Conditions of submission of Bid

1. The Bidder must submit Bids with rates on or before **09 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. 2019-20, 2020-21 & 2021-22	ATTACHED	YES	NO
(vi)	The tender Fee of Rs.5000/- in the form of ONLY demand draft payable in favour of Secretary, Sahitya Akademi, New Delhi exemption allowed as per Govt. rules and regulations on submission of requisite documents.	ATTACHED	YES	NO
(vii)	Latest Income Tax Clearance Certificate / Copy of ITR and PAN.	ATTACHED	YES	NO
(viii)	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 exemption allowed as per Govt. rules and regulations on submission of requisite documents.	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 QUOTATION FOR CATERING SERVICES FOR ILF-2022 AT SHIMLA.
- 3.2 The Bid will be opened on 11 May at 03.00 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 agency 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 in this regard. 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. 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.
6. No claim shall lay against Sahitya Akademi in respect of erosion in value or interest on Earnest Money Deposit.
7. The successful bidder will be liable to deposit Performance Security equivalent 5% 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.


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7.1 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.

7.2 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.

8. **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.

9. **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.

9.1 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.



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10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.

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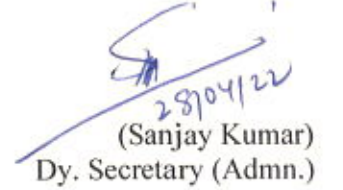
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16. **Legal jurisdiction:** The agreement shall be deemed to have been concluded in the National Capital Territory of Delhi and all obligations hereunder shall be deemed to be located at the NCT of Delhi and the Court within NCT of Delhi will have jurisdiction to the exclusion of all other Courts.


28/04/22
(Sanjay Kumar)
Dy. Secretary (Admn.)

For uploading on Sahitya Akademi website