

India Trade Promotion Organisation

(F&B Unit)

Dated:16th January, 2020

Minutes of the Pre-Bid meeting held on 16.01.2020 at 11:30 am in the Board Room in connection with e-tender invited for selection of Aggregator for setting up at its own cost, operating, maintaining and managing F&B facilities at Pragati Maidan which will comprise of Exhibition Complex (Halls A1, A2, A3, A4, A5 and A6), horse shoe shape food outlets, driver's lounge in basement and F&B facilities catering to old halls.

- I. A pre-bid meeting was convened on 16.01.2020 at 11:30 AM in the Board Room with the prospective bidders to take up their queries related to the RFP floated on 07.01.2020. The list of the attendees from different F&B companies and ITPO's officials is attached at Annexure-A.
- II. GM(VM) presented the key points of the RFP in brief before the representatives of the prospective bidders. The highlights emphasized on scope of work, key conditions of the License Agreements etc.
- III. The written queries of the bidders were taken individually and the response to each query is enclosed at Annexure-B.
- IV. The bidders were asked to send additional queries, if any, via email as per Bid Process Schedule.
- V. The written queries of the bidders were taken individually and the response to each query is enclosed at Annexure-B and Corrigendum to the RFP documents is at Annexure-C. The response to the queries along with Corrigendum will form part of the License Agreement. The revised table for MMG and Variable License Fee payout is at Annexure-D.
- VI. The meeting ended with vote of thanks to the Chair.

Annexure-A

List of the Attendees

From ITPO:

1. General Manager (F&B)
2. Senior Manager (F&B)
3. Manager (F&B)

From Prospective Bidders:

S. No.	Name of the Company	Name and Designation of the Representative
1	Devyani International Ltd.	Col. Pravesh Malhotra, General Manager Rupesh Koacher, DGM
2.	Hunger Box	Mr. Subham Agarwal, Associated Business Head
3.	Rebel Foods	Mr. Praveen Tyagi, National Head
4.	Roshini Hotels(P) Ltd.,	Mr. Rajnish, Owner
5.	SRM Banquets (P) Ltd.	Mr. Sidhant Midha,
6.	Aziza Banquets	Mr. Leo F. dean
7.	Pinnacle Services	Mr. Ashish
8	Wishing Tree	Mr. Vikas Arora, CEO
9.	Lite Bite Foods Pvt. Ltd.	Mr. Suraj Mahant, Business Dev. Head Mr. Jyoti Prasad, AGM Operations
10.	Meghalaya Hotels Pvt. Ltd.	Mr. P.S. Rawat, Manager
11.	MGV Food Design Co. Pvt. Ltd.	Mr. Ajay Mishra GM
13.	Nestle India limited	Mr. Ashish Mahajan
14.	Jubilant FoodWorks Ltd.	Mr. Akshay
15.	Seasons Catering and legacy Massive Hospitality	Mr. Rajiv Walia, Director
16.	Epicurean Hospitality Pvt. Ltd.	Mr. Rajat Dogra, Managing Director
17.	Zest Hospitality & Catering Pvt. Ltd.	Mr. Ramesh Gupta. Director
18	Eswara Kamdhenu Restaurant (P) Ltd.	Mr. Sachin Gupta, Director
19	BTW India Pvt. Ltd.	Mr. Abhinav Singh, Manager
20	Sankalp Recreation	Mr. Rohit

Queries of the prospective Bidders in the Pre-Bid meeting convened on 16.01.2020 at 11:30 AM in the Board Room

Annexure-B

S.No.	Clause No.	Clause	Query/Suggestion	ITPO's Response
1.	3.1 Scope of Work	The License Term shall be for a period of 7 (Seven) years from the Effective Date unless earlier terminated/cancelled/revoked, with possible extension of further 5 (five) years subject to successful and satisfactory running of the F&B Outlets at ITPO's sole discretion notwithstanding any dispute between ITPO and the Licensee. In case, ITPO decides to extend the contract for further 5 years, the MMG, paid by the Licensee during the last month of seven years license period will be enhanced as per schedule mentioned in Annexure-I, subject to all the other terms and conditions other than enhanced MMG as mentioned in Annexure-I remains unchanged. The selected bidder shall make payment of MMG, escalated MMG and variable License fee as per the schedule at Annexure-I.	It was suggested to have arrangement of licensee period as 10+5+5 years in view of the enormous sums of money being invested by the selected bidder. This is also suggested in view of the fact that the bidders needs to reach at break-even point and start getting return on investment & also due to the fact that all the halls are no ready for possession.	Please refer Corrigendum No. 1.
2.	13.1(a) License Agreement	MMG will be escalated @5% as mentioned in the schedule at Annexure-I.	The bidders suggested <u>no escalation</u> on MMG for first three-five years or during lock-in period keeping in view of heavy establishment expenditure.	No Change in the RFP Provision.
3.	Definitions And Clause 6.3	Development Period - means the period in respect of each Location(s), commencing on the date of handing/taking over of the Location(s) as per the timeline and expiring on the one hundred and twenty (120th) day, unless extended by ITPO at its sole discretion	<ul style="list-style-type: none"> - Since, for any good outlet designing usually takes time and it requires receiving various license approvals from the concerned Govt. departments and time period within which these Govt. department viz. Municipality, local police, fire etc. issues licenses of the F&B space, it was suggested to have 200-250 days for development period. - It was also suggested that ITPO shall align procurement of requisite licenses from various licensing departments for getting the desired permits within development period. 	<ul style="list-style-type: none"> - Please refer Corrigendum No. 1. - It is clarified that it is the responsibility of the Licensee to procure mandatory licenses required for operating F&B outlets from the concerned Govt. departments at Licensee's own cost shall prior to the commencement of operations of the F&B outlets at the exhibition complex apply, pay for and comply with the conditions of all the Approvals and shall submit copies of all such Approvals to the Licensor before commencement of operation at the Locations. Timely renewal of the same should be strictly undertaken by the Licensee under intimation to ITPO as per rules. Though, ITPO shall provide support to the Licensee under specific conditions where ITPO's intervention is required.

S.No.	Clause No.	Clause	Query/Suggestion	ITPO's Response
4.	14	Performance Bank Guarantee - Bank guarantee equivalent to <u>twelve months</u> Minimum Monthly Guarantee (MMG) with an escalation @5(five)% as per MMG schedule mentioned at Annexure-I in the form of Bank Guarantee favoring ITPO, New Delhi payable at New Delhi with validity of one year beyond the License period	<ul style="list-style-type: none"> - It was suggested to keep performance bank guarantee equivalent to 3-6 months MMG. - Will Security Amount be paid in EMI? 	No Change in the RFP Provision.
5.	7.1	Bid Security Amount - shall mean an interest free amount of Rs.75.00 Lakh (Rupees Seventy Five Lakh only) vide a demand draft drawn on a scheduled bank having a branch at New Delhi, payable at par in favour of ITPO, New Delhi.	The bidders were of the view that Bid Security Amount is too high & need to be reduced to Rs.50 Lakh.	No Change in the RFP Provision.
6.	3.15 & 5.5	Private fair organisers / third party fair organizers / ITPO's fairs and exhibitions are expected to engage the services of the Licensee for their respective food and beverage requirements.	<ul style="list-style-type: none"> - It was suggested to use the word 'required' instead of 'expected' to safeguard the interest of the Aggregator. - It was also suggested to restrict the outside F&B vendors by the third party fair organisers and only allowed in extreme emergency conditions only. 	No Change in the RFP Provision.
		In the event the services of the Licensee is engaged by such third parties / ITPO, the Licensee shall be required to extend a minimum discount of 25% to such third party organizers and/or ITPO depending on the minimum persons guarantee on all the menu options offered by the Licensee for lunch/ dinner/ hi-tea.	The bidders were of the view that extending 25% discount on menus to the third party fair organizers is on very higher side as far as F&B industry is concerned. They have suggested doing away with the discount part or restricting it to a maximum of 5%.	Please refer Corrigendum No. 1.
		However, ITPO under special circumstances may allow outside F&B vendor during third party events by charging special fee from the third party fair organizer. This special fee will be shared with the Licensee on 50:50 ratio basis.	<ul style="list-style-type: none"> - The bidders desired clarification on the special fee amount. - The bidders were of the view that since it is the Aggregator who is putting in huge capital to set up food & beverages outlets, the special fee shall be fully reimbursed to the Aggregator in order to compensate for their business loss. - It was also requested to raise the special fee for engaging outside F&B vendor by the third party fair organizers to Rs.2.00 Lakh per day from the present fee which is Rs.50,000/- per day in order to discourage engaging services of the outside F&B vendor. 	<ul style="list-style-type: none"> - No Change in the RFP Provision. - The special license fee for allowing outside F&B vendor during third party events will be decided as per ITPO norms.

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7.	3 Basic Eligibility Criteria	Basic Eligibility Criteria- In case of Consortium, The " Lead Member " should be the technical member i.e. the Lead Member must fulfil all the prescribed criteria in the RFP related to it's technical as well as financial capability of carrying on the intended business.	<ul style="list-style-type: none"> - Many of the prospective bidders represented that the 'Lead Member' should be chosen with mutual decision of both the members of the consortium as long as Lead Member meets the basic criteria of having adequate experience in running restaurant business. - The criteria shall be such that requires both the members of the Consortium jointly fulfils the Technical as well as Financial Criteria and not just the 'Lead Member' individually fulfils all the conditions. 	No Change in the RFP Provision.
8.	9.	Basic Eligibility Criteria- The Bidder or any of its Affiliates (directly or indirectly) are not engaged in any dispute / litigation / arbitration with ITPO. The Bidder has not been debarred by ITPO or any other Government Department or PSU;	- As debarring is a default clause of PSU without analysing the ground reality and all these are under protect. So, if debarring clause should be restricted up to ITPO debarring only... not open ended.	No Change in the RFP Provision.
9.	4.1	Bid Process Schedule Bid Close Date is 07.02.2020	The bidders were of the view that since only 3 weeks are left from Pre-Bid meeting and that ITPO's response to the Pre-Bid Meeting queries will take some time to address, it was requested to extend the Bid Close Date to some date in the last week of February 2020 as the submission of bid and MMG work out will purely depend on ITPO's response to the Pre-Bid meeting queries.	Please refer Corrigendum No. 1.
10.	13.	License Fee Calculation – Fixed MMG + Variable License Fee	The bidders requested to share methodology for calculating license fee to be paid by the successful bidder as exhibition halls are under construction.	The methodology is already available at Annexure-I of RFP.
11.	2. Specific Eligibility Criteria	Bidder should currently be providing multiple cuisines (international, national and local)	<ul style="list-style-type: none"> - One of the bidders raised that mentioning multi-cuisine (international, national/local) is inappropriate as even a small time vendor sells pasta, pizza, noodles etc. which are international cuisine. - Instead, the specific eligibility criteria should mention the bidder to have the franchise rights of at least three International 'Brands' as Pragati Maidan is show-window to the international clients/visitors & it is therefore necessary that the 	<ul style="list-style-type: none"> - No Change in the RFP Provisions. - Refer Clause 3.7(Scope of Work-RFP), 5.24 and 8.2 of License Agreement. - The clause was added with a view to engage more participation from the F&B industry players who have experience in serving multi cuisine food(international, national and local). The selected bidder may enter into Step Down Agreements/Franchisee Agreement/other Agreements for upto 75% of the F&B Outlets and

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			bidder should have franchisee rights of international brands and experience in running a least 20 outlets.	area of the Locations (Exhibition Complex) or part thereof but not exceeding 25% of total F&B Outlets and area to a single sub-lessee and only to a good mix of reputed international, national and local F&B brands with respect to setting up at its own cost, operations, maintenance and management some but not all of the F&B Outlets for ensuring availability of a wide variety of cuisines and F&B brands at the IECC for the Consumers.
12.	6.5(iv) (b) RFP	<p>Special Purpose Vehicle (SPV)” shall mean a company constituted by the Selected Bidder under the (Indian) Companies Act, 2013 for the purpose of executing the License Agreement with ITPO.</p> <p>In case if the Bidder is declared as the Selected Bidder, the Selected Bidder shall promptly incorporate a Special Purpose Vehicle(‘SPV’) to undertake and implement the License, which shall be identified as the Licensee and, within 30 (thirty) days of Letter of Intent to Award, execute the License Agreement in the form as prescribed by ITPO, unless the time period is otherwise extended by ITPO, at its sole discretion. It is clarified that in case the Selected Bidder is a Consortium, then the Special Purpose Vehicle to be incorporated by such Selected Bidder shall mirror the shareholding in the same proportion as the participating interest of each consortium member in the Consortium.</p>	Consortium between members of joint bid should suffice and there should be no need of doing a SPV or forming of JV Company as it increases costs. Consortium partners can have some other mutual arrangement to run the operations which arrangement shall be shared with ITPO.	No Change in the RFP Provision.
13.	11.22	ETP/STP Plant – The licensee need not to plan for STP as common STP plant of 2 nos. x 1.2 MLD has been provided to this facility. The waste water from licensee kitchen will be treated by the licensor in the common STP. However, licensee has to make necessary arrangement for the removal of Oil & Grease from their waste water by providing suitable Oil & grease Trap.	The bidder queried about in whose scope, STP Plant will fall.	Refer Clause 11.22 of the License Agreement.
14.	Annexure -II	Charges for various utilities	Conservancy Charges to be defined in RFP before the Bid Close date so as to	The Conservancy Charges for F&B space to be fixed as per ITPO norms.

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15.	-	-	ITPO to confirm minimum pax guarantee base of current trend and complete business potential.	<ul style="list-style-type: none"> - The information regarding future exhibitions to be held in new and existing Exhibition Complex will be shared with the potential bidders available on ITPO's website. - The footfall based on past trend has already been included in the RFP for the information of the bidders (Refer Schedule-III of RFP). - Depending on the events scheduled in the future, the prospective bidders may assess their business potential.
16.	-	-	Maintenance of Common area & the area specifically falls under the scope of the Licensee	<ul style="list-style-type: none"> - Refer Clause 1.4(Introduction & Background-RFP), 3.3(Scope of Work-RFP), 4.1.1(Area & Facility-License Agreement), 5.8, 5.20(License Agreement). - The selected bidder is allotted bare space as mentioned in the RFP. The maintenance of the area mentioned in the RFP is in the scope of the Licensee. The licensee may carry out designing in such a manner so as to cover the allocated F&B space under the License Agreement. - The Licensee shall also be responsible for maintaining and up-keep (cleaning and replacing consumables) of the common areas which will not be directly occupied by or be in possession of the Licensee, however the same are essential of the operation, management and maintenance of the F&B Facilities at the Locations. These common / utility areas, shall without limitation include back-of-the-house (BOH) facilities, staff toilets, staff cafeteria, staff changing rooms, stores service corridors, loading areas and the like ("Support Areas").
17.	-	-	Value of Variable License Fee should be defined with RFP only.	Refer Annexure-I (Table-II).
18.	-	-	All the services/utilities (water, drain, electricity, fresh air, exhaust) to be provided at each side as per the requirement of different brand proposed at different locations.	<ul style="list-style-type: none"> - The Licensee shall be provided with the bare space and nodes of services would be provided upto periphery of the Locations. The arrangement, installation, construction, interior, equipment and the

S.No.	Clause No.	Clause	Query/Suggestion	ITPO's Response
				<p>like for making the F&B Outlets operational shall have to be undertaken by the Licensee at its own cost (Refer Clause 3.3 of Scope of Work-RFP)..</p> <ul style="list-style-type: none"> - The details may also be seen at Clause No. 11.12 to 11.23 of the License Agreement. - Further, the required specification viz. power load, air conditioning etc. capacity will be provided to the Licensee upto a common point and further distribution of the same depending on different brands requirement in the allocated F&B space is to be undertaken by the Licensee.
19.	-	-	<p>Few site to be given free to the Aggregator in F&B/common area for branding and promoting Food & Beverages.</p>	<ul style="list-style-type: none"> - Refer Clause 3.17 (Scope of Work-RFP) and Clause 5.4(Operation-License Agreement). - The branding sites in each Food Court for trade promotion/publicity shall be as earmarked by ITPO. The rate of branding sites will be fixed by the Licensor. Any such request will be handled directly by ITPO. The licensee will not directly carry out any trade promotion/publicity activity, other than its own or sub-licensee, without prior permission from the Licensor. - Any other space required by the Licensee for branding of its own or sub-licensees products at other sites inside Pragati Maidan will be on chargeable basis at approved rates fixed by ITPO.
20.	-	-	<p>- Online Branding Exercise - Mobile application developed by Licensee for the Food Outlets or through various offers for customers on social media platforms or on internet.</p>	<ul style="list-style-type: none"> - The services at the licensed premises are primarily meant for facilitating the Organizers, participants, visitors of events held inside Pragati Maidan Exhibition Complex area, employees of ITPO and other Organizations for the ongoing fairs and exhibitions and other related activities and all persons gaining authorized entry into Pragati Maidan for bonafide purposes/ operation within Pragati Maidan only. In addition, the ticketed visitors may also be allowed to avail the facilities of F&B outlets in the Licensed Premises/ Location(s). - The core activity of the licensee is to serve the

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				<p>visitors/organisers/exhibitors of the events held inside Pragati Maidan or to the ticketed visitors.</p> <ul style="list-style-type: none"> - The Licensee may offer discounts or loyalty rewards to the ticketed visitors dining at the food outlets at Exhibition Complex inside Pragati Maidan. The services at the licensed premises are primarily meant for facilitating the Organizers, participants, visitors of events held inside Pragati Maidan Exhibition Complex area, employees of ITPO and other Organizations for the ongoing fairs and exhibitions and other related activities and all persons gaining authorized entry into Pragati Maidan for bonafide purposes/ operation within Pragati Maidan only. In addition, the ticketed visitors may also be allowed to avail the facilities of F&B outlets in the Licensed Premises/ Location(s). - The core activity of the licensee is to serve the visitors/organisers/exhibitors of the events held inside Pragati Maidan or to the ticketed visitors. - The Licensee may offer discounts to the ticketed visitors dining at the food outlets at Exhibition Complex inside Pragati Maidan.

CORRIGENDUM NO.1

Annexure-C

S.No	Clause No.	Previous Clause	Amended Clause
1.	3.1 Scope of Work	The License Term shall be for a period of 7 (Seven) years from the <u>Effective Date</u> unless earlier terminated/cancelled/revoked, with possible extension of further 5 (five) years subject to successful and satisfactory running of the F&B Outlets at ITPO's sole discretion notwithstanding any dispute between ITPO and the Licensee. In case, ITPO decides to extend the contract for further 5 years, the MMG, paid by the Licensee during the last month of seven years license period will be enhanced as per schedule mentioned in Annexure-I, subject to all the other terms and conditions other than enhanced MMG as mentioned in Annexure-I remains unchanged. The selected bidder shall make payment of MMG, escalated MMG and <u>variable License fee</u> as per the schedule at Annexure-I.	The License Term shall be for a period of 10 (Ten) years from the <u>Effective Date</u> unless earlier terminated/cancelled/revoked, with possible extension of further 5 (five) years subject to successful and satisfactory running of the F&B Outlets at ITPO's sole discretion notwithstanding any dispute between ITPO and the Licensee. In case, ITPO decides to extend the contract for further 5 years, the MMG, paid by the Licensee during the last month of Ten years license period will be enhanced as per schedule mentioned in Annexure-I, subject to all the other terms and conditions other than enhanced MMG as mentioned in Annexure-I remains unchanged. The selected bidder shall make payment of MMG, escalated MMG and <u>variable License fee</u> as per the schedule at Annexure-I.
2.	Definition s And 6.3	Development Period - means the period in respect of each Location(s), commencing on the date of handing/taking over of the Location(s) as per the timeline and expiring on the <u>one hundred and twenty (120th) day</u> , unless extended by ITPO at its sole discretion.	Development Period - means the period in respect of each Location(s), commencing on the date of handing/taking over of the Location(s) as per the timeline and expiring on the <u>one hundred and Eighty (180th) day</u> , unless extended by ITPO at its sole discretion.
3.	3.15 & 5.5	In the event the services of the Licensee is engaged by such third parties / ITPO, the Licensee shall be required to extend a minimum discount of 25% to such third party organizers and/or ITPO depending on the minimum persons guarantee on all the menu options offered by the Licensee for lunch/ dinner/ hi-tea.	In the event the services of the Licensee is engaged by such third parties / ITPO, the Licensee shall be required to extend a minimum discount of 15% to such third party organizers and/or ITPO depending on the minimum persons guarantee on all the menu options offered by the Licensee for lunch/ dinner/ hi-tea.
4.	4.1	Bid Process Schedule Bid Close Date is 07.02.2020	Bid Process Schedule Bid Close Date is 28.02.2020

MMG and Variable License Fee Payout Schedule

Annexure-D

Monthly Minimum Guarantee = MMG will be paid as per Table-I
Date of Handing over + 6 months or when aggregator starts services whichever is earlier = Zero Date = TM (Start of MMG)
Contract Period will be 10 Years from Effective Date i.e. 210 days from Letter of Intent
Variable License Fee will be paid as per Table-II
Variable License Fee will be from zero date (TR) which will be 1 year after handing over of all locations or 18 months from Effective Date, whichever is earlier. Since Variable License Fee kicks in after the Effective Date, the actual Variable License Fee will be for a period less than 10 years in this 10 years contract period.
Zero Date of Variable License Fee will be TR
Extension will be for complete 5 years subject to decision/ willingness of ITPO and other term of the contract and condition of the contract.
Selected Bidder will be paying MMG as per Table-I and Variable License Fee as per Table-II. GST/ Taxes will be as applicable to be payable by the Selected Bidder

TABLE-I FOR MMG PAYOUT

			Contract Period (10 years from Effective Date)										(In case of extension of 5 Years)				
Halls	Area	Percentage	TM1	TM2	TM3	TM4	TM5	TM6	TM7	TM8	TM9	TM10	TME1	TME2	TME3	TME4	TME5
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)
Hall A1 + BOH	1428	16	17% of MMG	(D)	(E) x 105%	(F)	(G) x 105%	(H)	(I) x 105%	(J)	(K) x 105%	(L)					
Hall A2	854	10	10% of MMG	(D)	(E) x 105%	(F)	(G) x 105%	(H)	(I) x 105%	(J)	(K) x 105%	(L)					
Hall A3+A4b+A5 + BOH	3061	34	36% of MMG	(D)	(E) x 105%	(F)	(G) x 105%	(H)	(I) x 105%	(J)	(K) x 105%	(L)					
Hall A6 + BOH	1487	17	17% of MMG	(D)	(E) x 105%	(F)	(G) x 105%	(H)	(I) x 105%	(J)	(K) x 105%	(L)					
Horse Shoe Shape	1236	14	15% of MMG	(D)	(E) x 105%	(F)	(G) x 105%	(H)	(I) x 105%	(J)	(K) x 105%	(L)					
Driver Lounge + Staff Cafeteria	183	2	2% of MMG	(D)	(E) x 105%	(F)	(G) x 105%	(H)	(I) x 105%	(J)	(K) x 105%	(L)					
Existing Halls	645	7	7% of MMG	(D)	(E) x 105%	(F)	(G) x 105%	(H)	(I) x 105%	(J)	(K) x 105%	(L)					
	8894	100										X= Total of (M)	(X) x 120%	(N)	(N) x 105%	(P)	(Q) x 105%

X = M will be sum of all MMG applicable in last month of 10 year contract period.

TABLE-II FOR VARIABLE LICENSE FEE

			Contract Period (10 years from Effective Date)										(In case of extension of 5 Years)				
Halls	Area	Percentage	TR1	TR2	TR3	TR4	TR5	TR6	TR7	TR8	TR9		TRE1	TRE2	TRE3	TRE4	TRE5
Hall A1 + BOH	1428	16	5%	5%	5%	5%	6%	6%	6%	6%	6%		8%	8%	10%	10%	10%
Hall A2	854	10	5%	5%	5%	5%	6%	6%	6%	6%	6%						
Hall A3 +A4b+A5+ BOH	3061	34	5%	5%	5%	5%	6%	6%	6%	6%	6%						
Hall A6 + BOH	1487	17	5%	5%	5%	5%	6%	6%	6%	6%	6%						
Horse Shoe Shape	1236	14	5%	5%	5%	5%	6%	6%	6%	6%	6%						
Driver Lounge + Staff Cafeteria	183	2	5%	5%	5%	5%	6%	6%	6%	6%	6%						
Existing Halls	645	7	5%	5%	5%	5%	6%	6%	6%	6%	6%						
	8894	100															