(JULY, 2020)

E-TENDER NOTICE

ON-LINE BIDS FOR ALLOTMENT OF F&B OUTLET NO.7 (SHOPS 8-11 AT FOOD COURT-II) IN PRAGATI MAIDAN FOR A PERIOD OF THREE MONTHS (with provision for extension till March 2021) WITH A MINIMUM RESERVED LICENSE FEE OF ₹3,50,000/-(RUPEES THREE LAKH FIFTY THOUSAND ONLY) PLUS GST

INDIA TRADE PROMOTION ORGANISATION
(A Government of India Enterprise)
PRAGATI BHAWAN, PRAGATI MAIDAN, NEW DELHI-110001

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F&B OUTLET NO.7 TENDER

1.1 Introduction

India Trade Promotion Organisation (ITPO) holds 123 acres of prime venue in the heart of Delhi, known as Pragati Maidan. It is the hub of exhibition activities round the year. Nearly 100 exhibitions/trade fairs and other events are organized at Pragati Maidan every year with wide national and international participations. At present, the exhibition complex at Pragati Maidan comprises of 7 halls with a total covered exhibition space of over 23,000 sq.mts. approx. A number of conventions, seminars, symposia and conferences are also organized at these places during the currency of different fairs/exhibitions.

India Trade Promotion Organisation (ITPO) has undertaken to transform Pragati Maidan into a world-class convention centre in two phases. The proposal entails a total development of built-up area, including exhibition space, a convention centre with seating capacity of around 7,000 persons with a number of different-sized meeting rooms, space for public circulation in phase-I. The redevelopment of the Pragati Maidan complex entails a comprehensive and integrated approach to set up the much-needed world-class state-of-the-art and iconic integrated exhibition-cum-convention centre.

Pragati Maidan attracts nearly 3 million visitors every year and their number is growing constantly. A significant number of these visitors are foreign and domestic business visitors/ delegates.

2.1 F&B Outlet No.7

It has been felt necessary to cater to the food and beverage requirements of the visitors/participants/delegates, Pragati Maidan should be able to offer a wide range of quality cuisines which may be served in a hygienic and comfortable environment.

ITPO, through this bid, intends to allot this outlets on license basis for operating a Multi-Cuisine Restaurant for serving combination of International - Western, Asian, etc. and major Indian regional cuisines including fast food, confectionaries, non-alcoholic beverages, ice-creams etc. for a period of Three Months, i.e. tentatively from 1st September 2020 to 30th November 2020 (with provision for extension till March 2021) from the date of possession **with minimum Reserved License Fee of Rs.3,50,000/- plus GST.**

2.2 Area – Licensed Premises:

(i) The area of the outlet is given as under:

Covered Area	96 sq. mts.(each shop measuring 4m X 6 m = 24m^2)
Covered Service Passage	36 sqm. (2.25 m X 16 m)
Open Area	270 sqm. (15 m X 18 m) in front

A copy of a drawing indicating the layout of the **F&B Outlet No.7** is enclosed.

(ii) The proposed license covers only the area as shown in the enclosed drawing with detailed specifications indicated thereon and no other area within Pragati Maidan. The Licensee shall use the said Licensed Premises only for the purpose of operating a food and beverage outlet subject to the terms and conditions and the guidelines and policies framed by Licensor from time to time, and for no other purpose (hereinafter referred to as "Permitted Purpose"). Apart from licensed premises, no other area adjacent to **F&B outlet** and / or inside Pragati Maidan shall be used by the Licensee. No food/ beverage is to be served in any manner anywhere outside the designated area.

2.3 Type of Food to be served

The successful bidder needs to take note that shops in Food Court-II is meant for catering/serving Multi Cuisine food which includes continental, national, international-Western, Asian, Indian food including fast food, confectionaries, non-alcoholic beverages, ice-creams etc.

The Licensee can sale branded products of other companies, if the Licensee has obtained franchisee rights for the sale subject to condition that the F&B Operators made application to ITPO, and ITPO in turn had granted permission to do so, which inter-alia shall be attracting additional license fee.

2.4 Service

Service with payment through electronic cash register only will be permitted. No food is to be served in any manner anywhere outside the designated area.

3.1 Eligibility Criteria for the Bidder

3.1.1 The applicant business entity applying for the license

(i) The applicant business entity applying for the license should have a minimum experience of **three years** in management/operation of **Food & Beverage Restaurant(s)/F&B outlet(s)/ catering/canteen** in their own registered name/brand or as a franchise/licensee of such brand The applicant shall submit valid license(s) from local police / municipality / food regulatory authorities in respect of running of F&B outlet/ restaurant/catering/canteen substantiating three years experience.

(ii) The applicant business entity should have a minimum annual turnover of **Rs.50.00 Lakh (Rupees Fifty Lakh Only) from F&B business during last three financial years. The applicant should attach CA Certificate clearly certifying annual turnover from F&B business for the last three financial years as a proof.**

3.1.2 The applicant or any other business entity where it had and/or still has controlling share, should not have been debarred from operating a F&B outlet on account of food quality issues by concerned Govt. authorities or should not have been convicted for irregularities concerning F&B outlets under various statutes/rules/regulations/orders etc. The applicant shall furnish **Affidavit** on stamp paper of Rs. 100/- duly signed and notarized as per Annexure-C to this effect.

3.1.3 **(i)** Those F&B operators who have already operated/have been operating any F&B outlet in Pragati Maidan and who

a) have not honoured the terms and conditions of the Licence Agreements; or

b) are in litigation/arbitration on a dispute with ITPO in any legal forum for any reasons whatsoever; or

c) have outstanding dues payable to ITPO during their F&B operations in Pragati Maidan, or

d) **have been blacklisted,**

are **not** eligible to participate in this bid either in his / her / their name(s) or in the name of his /her /their partners, associates, sister concerns, affiliates, administrators, representatives, successors, directors, employees, subsidiary etc. or through any person(s) acting under or through him/her/them.

(ii) Operators who have been Licensees of ITPO in the past or are so at present, in respect of F&B outlet(s) in Pragati Maidan, have to give an **Affidavit** (copy enclosed) **duly notarized along with the Technical Bid** to the effect that they are not debarred from bidding on account of above clause.

4.1 License Fee

4.1.1 The Licensee shall pay to the Licensor a fee (hereinafter referred to as "License Fee") for the Licensed Term. The License Fee shall be equivalent to the fee quoted in Financial Bid. In addition, Goods and Services Tax(GST) as fixed by the Govt. from time to time will have to be paid by the Licensee to the Licensor. Presently the rate of **GST is 18%** and the licensor will also charge GST on the other services provided to the licensee which fall under the purview of GST. **In case of any change in GST or any other tax levied by Government, the same to be followed as per Govt. directions.**

4.1.2 The entire Licence fee of the licensed F&B outlet will be Payable in advance along with applicable taxes, the license fee is payable immediately on allotment of outlet, before taking possession of the site concerned. License Fee to start from 7 days prior to commencement of actual date of exhibition activities or commencement of operations, whichever is earlier.

4.1.3 The Minimum Reserved License Fee for F&B Outlet No.7 for entire duration of the License period of Three Months is Rs.3,50,000/- (Rupees Three Lakh Fifty Thousand Only). The bidder is required to quote License Fee for F&B Outlet No.7 which should be over and above the 'Minimum Reserved License Fee' for entire duration of License Period.

5.1 License Period

The Licensee shall use the said Licensed Premises for a period of Three Months, i.e. tentatively 1st September 2020 to 30th November 2020 from the date of possession on a payment of License Fee as prescribed. The licensor reserve exclusive right to terminate the agreement by way of notice if premises allotted are required for re-development program of Pragati Maidan at the discretion of Licensor at any time before the expiry of the license term after giving a prior notice to this effect. The licensed premises shall be vacated by the licensee in fifteen days (or earlier as per ITPO's discretion in case of any emergent situation) and peaceful vacant possession shall be handed over to the Licensor for re-development program in progress and license fee for the balance period would be refunded on pro-rata basis for the balance license period to the licensee accordingly.

The term of the license may be extended by four months or less upto March, 2021 with 10% extension over the original quoted license fee calculated on pro-rata basis during the extension period subject to satisfactory service by the licensee and requirement of ITPO. ITPO shall have sole and exclusive right to decide about further extension of the contract.

5.1.1 Timings of the Outlet:

The authorized employee of the Licensee are permitted to enter into Pragati Maidan complex and remain during the period **08.00 a.m. to 08.30 p.m.** every day, however, the Outlet shall be opened to public from **09.00 a.m. to 08.00 p.m.** only and in case any employee of the Licensee is required to stay beyond such time, for which it is incumbent upon the Licensee to take permission from the Licensor well in advance.

6.1 Utilities, Conservancy and Other Charges

(i) Licensee is required to make time-bound payments of all dues towards licence fee, conservancy charges, consumption of electricity, water, gas etc. and applicable taxes.

Details of the charges are indicated in **Annexure-D** covering electricity, water, gas and conservancy charges which are subject to revision without any notice due to revision of

rates by service providers. **The license fee and conservancy charges may be refunded on pro-rata basis for the balance license period to the licensee in case of early vacation of the licensed premises by the Licensor before expiry of the license period due to redevelopment program.**

(ii) If any payment towards electricity, water, other utilities, penalties and any other dues remain outstanding without any justified reasons **(brought to the notice of the licensor in writing and subsequently accepted by the licensor),** beyond the date stipulated in the demand note/ invoice or fifteen days from the date of issue of demand note/ invoice, whichever is earlier, Licensor shall have the right to impose penalty @ 2% of the outstanding amount per day for a maximum period of subsequent fifteen days and to terminate the license agreement after the aforementioned fifteen days after following due process of law which includes show cause notice, receipt of reply thereof within stipulated time and followed by appropriate order and forfeit the security deposit, if found in default. The electricity, PNG and water connections shall also be disconnected forthwith. Licensor shall take possession of the premises on **'as is where is basis'**. The claim of the Licensee to the goods lying in the premises would not be entertained. If the outstanding dues are more than the security deposit, Licensor shall take appropriate action for recovery of balance amount payable to Licensor at the risk and cost of the Licensee

(iii) Besides payments for utilities like electricity, water, piped natural gas at the rates specified by ITPO from time to time, the licensee will also be required to pay **Conservancy Charges**. This conservancy charge as per rates prescribed is payable for removal of the waste generated & placed by the licensee at the designated location in Pragati Maidan to dumping yards outside the Pragati Maidan. The waste disposal from the designated locations to locations outside the Pragati Maidan will be done by ITPO or its authorized agency/representative.

(iv) Conservancy charges (non-refundable) as mentioned in Annexure-D for entire duration of the license period are payable in advance before taking over the possession of the licensed premises. The conservancy charges may be refunded on pro-rata basis for the balance license period to the licensee in case of early vacation of the licensed premises before expiry of the license period due to redevelopment program.

7.1 Security Deposit

(i) In addition to entire license fee to be paid in advance to the licensor i.e. ITPO, the licensee will also be required to deposit with the licensor interest free refundable/adjustable Security Deposit of **Rs.10.00 Lakh** through a Demand Draft or banker's cheque payable at Delhi before taking over the possession of the licensed premises.

8.1 Manner of Submission of On-line Bids

8.1.1 Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app . Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/ Tenders for the e-submission of the bids online through the Central Public

Procurement Portal for e-Procurement at https://eprocure.gov.in/eprocure/app'. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. **Online Bids** by the bidder (with supporting documents) should be submitted in the following manner:

(a) **Technical Bid**- It should contain the **application Form -T** along with scanned copies of supporting documents, application fee as per Para 8.1.3, and earnest money as per Para 8.1.4 (i). It should be marked as **'Technical Bid for F&B Outlet No.7'**.

(b) **Financial Bid** – It should contain the application **Form –F**. It should be marked as **'Financial Bid for F&B Outlet No.7'**. **The bidder is required to quote License Fee for F&B Outlet No.7 which should be over and above the 'Minimum Reserved License Fee' for entire duration of License Period.**

The name of the bidder clearly written with full address, e-mail ids and telephone numbers.

Bids received through email/fax or any other physical manner shall not be considered.

8.1.2 Online Financial Bids of only those bidders who are qualified and shortlisted in the Technical Bids shall be opened. The Technical and Financial Bids shall be opened in the presence of the bidders or their authorized representatives, if they are present. **The technically qualified bidder who quotes the highest License Fee over and above the Minimum Reserved License Fee will be awarded the contract and shall be considered as the successful bidder. License Fee to start from 7 days prior to commencement of actual date of exhibition activities or commencement of operations, whichever is earlier.**

8.1.3 The bidder shall pay a non-refundable application fee by means of a demand draft/RTGS/NEFT of Rs.5900/- (Rs. 5,000/- +GST@18%) payable to ITPO at New Delhi.

8.1.4 (i) **Earnest Money**: All bidders shall have to deposit earnest money of **Rs.5.00 Lakh (Rupees Five Lakh Only) in the form of a demand draft/RTGS/NEFT from a scheduled commercial bank in favour of 'India Trade Promotion Organisation' payable at New Delhi along with their online Technical Bid.** Govt. departments and public sector undertakings will, however, be exempted from payment of Earnest Money. The demand draft of Earnest Money Deposit (EMD) has to be physical and encashable instrument. No guarantees or other bank authority letter shall be accepted. The EMD is interest free.

(ii) The validity of online bids will be for three months from the last date of submission of the online bid.

(iii) Demand Draft obtained or RTGS/NEFT made earlier than the date of advt. inviting bids for allotment of **F&B Outlet No.7**, will not be accepted.

(iv) Earnest Money shall be refunded to the unsuccessful bidders within one month of award of allotment letter. However, the successful bidder's earnest money shall be returned only once the successful bidder has deposited the security deposit and **entire license fee** or adjusted towards the license fee payable by him/her.

(v) Online Bids once accepted shall not be modified in any case. If it comes to the notice that bidder has used fraudulent practices for this bid, the earnest money shall be forfeited.

(vi) If the successful Bidder withdraws or amends its Proposal after bid close date without obtaining prior written consent of ITPO, the Earnest Money Deposit shall stand forfeited, without any notice by ITPO.

8.1.5 Bidders should respond to this bid document as per the Schedule enclosed (Annexure-A).

9.1 Other Terms and Conditions

9.1.1 ITPO reserves the right to accept or reject any bid without assigning any reason and also to invite fresh bids, as deemed appropriate. ITPO also reserves the right to withdraw bid for **F&B Outlet No.7** without assigning any reason.

9.1.2 Bids must be uploaded before the dead line (last date and time) of submission of application on CPP Portal.

9.1.3 No conditional bids or incomplete application(s) or those received without required documents and Earnest Money shall be considered and stand summarily rejected.

9.1.4 **The bidder may modify the submitted bid through resubmit option on CPP Portal before the last date for submission of applications. An applicant may withdraw its application after submission before the last date for submission of applications. The online bid may not be modified after bid close date and time.**

9.1.5 Restrictions on operations may be made from time to time for compliance of statutory/regulatory regime enforced by various statutory/regulatory authorities and in such a situation, the licensee will not be entitled for any compensation.

9.1.6 ITPO reserves the right to modify terms and conditions of the contract set out in the tender documents as deemed necessary by it, including but not limited to cancelling/ withdrawing the tender, to meet its objectives and principles as set out in the Tender documents.

9.1.7 ITPO reserves the right to suspend the bidding process, cancel the contract with the selected party in part or in whole at any time if in the opinion of the ITPO, it is necessary or expedient in the public interest. The decision of the ITPO shall be final and binding in this regard. Also ITPO shall not be responsible for any damage or loss caused or arisen out of aforesaid action.

9.1.8 All communications to the ITPO must be sent on the letter-head of the applicant under the signature of the authorized signatory only whose name & designation must be mentioned in the letter. Letter without name & designation of the authorized signatory and / or letters on plain paper will not be entertained **The name along with the photograph of the signatory authorized by the company should be informed in writing on company's letter-head to the licensor. All notices / communications shall be sent to the Licensee at the address mentioned by them at the time of allotment. Any change in the address should immediately be informed to the licensor.**

9.1.9 Not more than one F&B Outlet will be allotted to any applicant and /or his/her/their partners, associates, sister concerns, affiliates, directors, subsidiary, etc. In case more than one F&B outlet is taken by any party by furnishing wrong/false information, the allotment of all F&B outlets to them shall be cancelled forthwith and license fee, security deposits, conservancy charges etc. shall be forfeited and without any liability to ITPO and the allottee shall immediately vacate the premises/ F&B outlet.

9.1.10 Area of **F&B Outlet No.7** has been indicated in the layout plan/ drawing. This may change due to site conditions. The Applicants should physically verify the areas before giving their offers. The premises offered are on **'as is where is' basis**. Applicant shall not raise any objection to the condition of premises at any time.

9.1.11 (a) Private fair organiser/Third Party fair organiser have exclusive right and liberty to engage the services of F&B Outlets **(for old Exhibition Complex i.e. from Hall 7 to 12A)** or an outsider at its sole discretion and in case the Private fair organiser/Third party fair organiser engage/obtain the services of outside caterer, the Licensee in most unequivocal terms assimilated that in such an event, the Licensee shall not be entitled to claim from the Licensor in reduction in the license fee or any other compensation whatsoever in nature.

(b) For ITPO fairs and the fairs co-organized by ITPO, the licensee with the permission of ITPO may be provided free bare space on non-exclusive basis inside the exhibition halls, at the designated space, for serving only pre-cooked snacks & beverages. The space allotted for the purpose would be 24 sq. mtrs. and **the space would be reviewed on fair to fair basis by ITPO depending upon the availability of space (unsold area) for each Hall complex i.e. Hall no. 7, Hall No. 8-11, Hall No. 12 & 12A for ITPO fairs. The licensees shall bear the charges for various utilities.**

(c) ITPO shall have the right to grant rights and privileges to any other parties similar to the ones enjoyed by the applicant/Licensee within the Pragati Maidan without any restriction whatsoever.

9.1.12 In no circumstances, cooking and use of open flame devices for heating shall be permitted inside the exhibition halls or in temporary exhibitions halls/ exhibition areas within Pragati Maidan.

9.1.13 The Licensee shall pay all Central, State and Local Taxes including GST, duties, license fees, permit fees, ESI, PF or any other statutory payment under Labor Laws etc. as may become

payable in accordance with the various laws or rules prevalent in Delhi. In no case shall the licensor be deemed to be the agent of the Licensee for the purpose of collecting and remitting taxes / levies by any tax authority. However, the Licensee shall produce clearance certificate under the various tax laws to the Licensor on demand. **The Licensee shall also bear the incidence of Property Tax and pay the same on demand to the Licensor. The licensee shall also submit the proof for compliance of ESI and PF to its employees deployed in Pragati Maidan to Licensor on quarterly basis.**

9.1.14 The licensee shall adhere to the local municipal and other laws applicable to the catering business already in vogue and also coming into force from time to time during the licensed period.

9.1.15 The licensee shall not charge any price exceeding MRP printed on the item on sale. The sale price cannot exceed the rate printed as MRP. The companies can sell at lower prices if they desire so. Wherever there are more than one MRP for a product, the lowest MRP in Delhi will be charged. The price of freshly cooked food items need to be prominently displayed suitably so as to enable the visitor to know in advance the price list which may be inclusive/exclusive of GST prominently stated in the price list and price for different cuisine need to be so fixed that it is similar to standard of the analogous restaurant.

9.1.16 ITPO may at its sole discretion issue an Award Letter to the Selected Bidder pursuant to the conclusion of the Bid Process. The issue by ITPO of an award letter accepting the Proposal and the acceptance of the Award Letter by the Selected Bidder shall create binding obligations upon the Selected Bidder to fulfill the conditions as specified in this tender and the Award Letter, including the execution of the License Agreement (Annexure-C) within the prescribed time, all to the satisfaction of ITPO. The Award Letter will be handed to the Selected Bidder or posted to the Selected Bidder's address as given in the Technical Bid Form-T and such handing or posting shall be deemed good service of such a notice. Non acceptance of the Award Letter/non submission of the demanded amount by the Selected Bidder within the time prescribed therein shall lead to forfeiture of Earnest Money Deposit of such Selected Bidder and thereafter ITPO shall be free to proceed in the manner as considered in the best interest of ITPO, at ITPO's sole discretion.

9.1.17 In case the Selected Bidder fails to execute the License Agreement within stipulated time, ITPO may withdraw/terminate the Award Letter forthwith and the Earnest Money Deposit of such Selected Bidder shall be forfeited and ITPO shall have the right to proceed in the manner as considered in the best interest of ITPO, at ITPO's sole discretion.

10.1 Conflict of Interest

The Bidder (including their personnel/employees) that have a business or family relationship with such members of the ITPO staff who are directly or indirectly involved in the project will not be awarded the contract. **A declaration to this effect must be furnished by the bidder along with the technical bid**.

11.1 Corrupt or Fraudulent Practices

ITPO requires that bidders under this contract observe the highest standard of ethics during the period of contract. In pursuance of this policy, ITPO:

a) Defines, for the purpose of these provisions, the terms set forth below as follows:

i. **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value/kind to influence the action of a public servant; and

ii. "**fraudulent practice**" means a misrepresentation including concealment of facts in order to influence the execution of a contract to the detriment of the Employer, and includes collusive practice among Applicants/Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

iii. **In case of canvassing either by himself or through any authorized representative/ advocates to pressurize the Licensor, same shall constitute unfair trade practices and Licensor reserves its exclusive right to take action as deemed fit and proper against the agency for such conduct.**

b) Will reject a proposal for award of work if it is determined that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

c) Will declare a Applicant/Bidder ineligible/debar/blacklist, either indefinitely or for a stated period of time, to be awarded a contract / contracts, if it at any time if determines that the Applicant/Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

d) In case if it comes to notice that information/documents furnished by the applicant along with the bid documents or after award of the contract are false fraudulent, incorrect, misleading or forged etc., licensor shall be entitled to terminate/revoke/cancel the license granted forthwith under this agreement with an immediate effect by giving due notice. In such case, the License will not be entitled to any refund of License Fee and Security Deposit. **All the prospective bidders may take a note that their bid shall summarily be rejected ab-inito, in case, it is anticipated that the bidder shall honestly and truly make declaration w.r.t. various statement of claims/warranties/ representation/documents on account of turnover, experience, expertise, presently running outlet elsewhere in Delhi or any other part of the country, etc. which, if found, incorrect at any stage**.

e) The successful bidder(s) shall produce original documents at the time of awarding the contract to ITPO/Licensor on demand for the complete satisfaction of ITPO/Licensor.

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 is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts(as are not limited to the establishments and facilities of the contractor), fire, floods, natural calamities or any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such EVENT is given by the affected party to the other, within 21 Calendar 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 such claims for damages against the other, in respect of such non-performance or delay in performance provided the contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

Annexure-A

SCHEDULE FOR FINALIZATION OF BIDS / ALLOTMENT(s)

(i)	Release of Advertisement	15.07.2020
(ii)	Last date for seeking clarifications	22.07.2020 (Upto 6:00 p.m.)
(iii)	Receipt of Bids	06.08.2020 (Till 02:00 p.m.)
(iv)	Opening of Technical Bids	07.08.2020 (At 02:30 p.m.)

APPLICATION FORM – T (TECHNICAL BID)
FOR
LICENSE TO OPERATE F&B OUTLET NO.7 AT PRAGATI MAIDAN, NEW DELHI

1.	Name of the Firm/Company			
2.	Address			
3.	Telephone/Mobile No.(s)			
4.	(i)	Fax Number		
	(ii)	ISD/STD Code		
	(iii)	E-mail Address		
	(iv)	Website		
	(v)	Attach self-attested copy of valid:		
		(a)	GST Reg. Certificate No.	
		(b)	TAN Reg. Certificate No.	
		(c)	Trade License No.	
		(d)	Registration certificate of E.PF.O. & E.S.I No. Or Submit a declaration that you are exempted from these Acts	

5.	(i)	Applicant's Legal Status	
		(Individual/Company/Proprietor /Partnership/HUF/Society/Any Other, specify)	
	(ii)	PAN Card No.	
6.	Contact Executive(s)		
	(i)	Name	
	(ii)	Designation	
	(iii)	Tel. No(s) with STD Code:	
		(i) Office: (a) Direct	
		(b) General	
		(ii) Mobile	
	(iv)	Email ID	
7.	Designation & address of the Income Tax Authority by whom the entity is assessed		
8.	Name/Address of Bankers with A/c. No.		
9.	Details of enclosed Demand Draft / Banker's Cheque/Pay Order/NEFT/RTGS covering Application Money in case the Bid Document-cum-Application Form is downloaded		DD No._____ UTR No._____ Dated _____ for an amount of Rs.5900/- drawn on _____ (Name of the Bank)

<table>
<tr><td rowspan="3">10</td><td colspan="4">Details of business associates, sister concerns, affiliates, subsidiaries, etc. if any duly self-attested & stamped (attach proof)</td></tr>
<tr><td>Name of business associates/sister concerns/affiliates/ subsidiaries etc. (attach separate sheet, if necessary)</td><td>Address</td><td>PAN</td><td>Whether operated any F&B kiosk in Pragati Maidan, If Yes, please indicate kiosk no./Name & years of operation (Yes / No)</td></tr>
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7.</td><td></td><td></td><td></td></tr>
<tr><td>11</td><td>Date of establishment of the applicant’s business in food outlets (attach proof) <u>Certificate(s) from local bodies/authorities/Municipality/local Police/FSSAI</u></td><td colspan="3"></td></tr>
<tr><td rowspan="4">12</td><td rowspan="4">Annual Turnover in the last 03 years from F&B operations <u>(attach CA Certificate clearly certifying annual turnover from F&B business for the last three financial years as a proof)</u></td><td>Financial Year</td><td colspan="2">Turnover (in Lakh) from F&B operations (as per audited financial statement)</td></tr>
<tr><td>2016-17</td><td colspan="2"></td></tr>
<tr><td>2017-18</td><td colspan="2"></td></tr>
<tr><td>2018-19</td><td colspan="2"></td></tr>
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13	Experience in the field of F&B Operations							
	Type of Outlet (Multi Cuisine/Speciality Restaurant(s)) (attach separate sheet, if necessary)		Experience of using modular kitchen equipment (Yes/No)	Nos.	Address	Operating since (Month/ Year)	Type of Cuisine	Networked electronic cash register (Yes / No)
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
	1.							
	2.							
	3.							
	4.							
	5.							
	(i)	attach documentary proof in the form of self-attested copies of eating house license and trade license from local police/local bodies whichever is applicable, for all the aforesaid outlets						
14	Details of any National/ International arrangement/ agreement in the field for operation of restaurants and brands etc. (proof to be attached**) Self-attested & stamped copies of agreement(s) or copy of Registration Certificate of Trademark.**							
15	**(A)**	In case of a **Pvt./Public Limited Company,** please attach self-attested copies of the following & confirm in the box:						
	(i)	PAN Card of Company	Yes			No		
	(ii)	Memorandum and Articles of Association (in original)	Yes			No		
	(iii)	Income Tax Return of the last three financial years	Yes			No		

		OR				
	(B)	In case of a **Partnership Firm,** please attach self-attested copies of the following and confirm in the box:				
	(i)	PAN Card of Firm	Yes		No	
	(ii)	Income Tax Return of the last three financial years	Yes		No	
	(iii)	Certified copy of Partnership Deed	Yes		No	
	(iv)	PAN Cards of all partners	Yes		No	
		OR				
	(C)	In case of a **Sole Proprietor Firm,** please attach self-attested copies of the following and confirm in the box				
	(i)	Election Identity Card/Driving Licence/AADHAR etc. as proof of identity and address	Yes		No	
	(ii)	PAN Card of Proprietor	Yes		No	
	(iii)	Income Tax Return of the **last three financial years**	Yes		No	
16	**Any other information**					

I/We, hereby, declare that:-

(i) I/We have read and understood & agree to the Bid Documents, including Terms & Conditions forming integral part of the license agreement, etc.

(ii) I/We have read and understood the terms and conditions governing the grant and operation of license; and

(iii) I/We agree and undertake to be bound by the Bid Documents, and other Terms & Conditions forming integral part of the license agreement.

(iv) That I/we understand that in case of any of the above information/ documents (as given by us) is found to be incorrect, ITPO may reject the application, cancel the agreement or revoke the license at any time, without giving any notice and in such a situation, I/we will not be entitled for refund of any part of licence fee, security and other deposits

(v) I/We have not been barred by any Department / Organisation/ Local Authority from operating an F&B outlet.

I/We hereby also declare that:-

(i) The bid has been submitted after site inspection of the **F&B Outlet No.7** and the same are to be allotted on **'as is where is' basis**.

(ii) ITPO reserves the right to suggest us different cuisines etc.

(iii) That the undersigned has been authorized by the firm / company to sign these bid documents.

The address given below is the postal/communication address in which all the messages /documents, may be addressed / sent to us.

Place: ……

Signature : ……..

Date: ……..

Name : ……

(Authorised Signatory) – copy of such authorisation

Designation : ……..

(Capacity in which signed)

Full Address : ……..

……..

……..

Company Seal :

Annexure-B

DOCUMENTS TO BE ENCLOSED WITH THE TECHNICAL BID:-

Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/ Tenders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at https://eprocure.gov.in/eprocure/app'.Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

All the pages of bid being submitted must be signed & stamped wherever required, and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter. The following scanned documents are to be furnished by the bidder along with Technical Bid as per the tender document (As applicable):

(1) Scanned copy of filled up application Form-T.

(2) Scanned documents substantiating requisite experience in the management/operation of food outlet/restaurant/catering/canteen. The applicant shall submit valid license(s) from local police/municipality/food regulatory authorities in respect of running of restaurant(s)/F&B outlet/catering/canteen substantiating three years experience.

(3) Scanned documentary proof of minimum annual turnover during the last three Financial Years from F&B operations. **CA Certificate clearly certifying annual turnover from F&B business along with audited reports for the last three financial years as a proof**.

(4) Scanned copy of documents like Tender fee. The DD of Rs.5900/- towards fee of tender should be deposited in **in Hall no.7 (First Floor)** on or before the bid opening date/time as mentioned in the critical date sheet.

(5) Scanned copy of **Earnest Money of Rs.5.00 lakh** in the form of a Demand Draft/RTGS/NEFT in favour of "ITPO, New Delhi" from a scheduled commercial bank along with Technical bid. **The documents required such as DD towards Earnest Money Deposit should be deposited in Hall no.7 (First Floor) on or before the bid opening date/time as mentioned in the critical date sheet. Demand Draft obtained or RTGS/NEFT made earlier than the date of advt./notice inviting bids for allotment of F&B Outlet No.7, will not be accepted.**

(6) Scanned copy of affidavit on stamp paper of Rs. 100/- duly signed and notarized (Annexure 'D'). However, the affidavit in original should be submitted in Hall No.7 (First Floor) on or before the bid opening date/time as mentioned in the critical date sheet.

(7) Scanned copy of Self-attested & stamped copy of valid **GST Regn. Certificate**.

(8) Scanned copy of Self-attested & stamped copy of valid **TAN Regn. Certificate**

(9) Scanned copy of Self-attested & stamped copy of valid **Trade license** from Municipal Authorities, and/or other licensing authorities, whichever is applicable for F&B outlets currently operated by Applicant entity or furnish declaration for its non-applicability.

(10) Scanned copy of Self-attested & stamped copies of **Eating House Licence** from Local Police, and/or other licensing authorities, whichever is applicable for F&B outlets currently operated by Applicant entity or furnish declaration for its non-applicability.

(11) Scanned copy of Self-attested & stamped copy of Registration certificate of **E.P.F.O. & E.S.I.** or submit a declaration that you are exempted from these Acts.

(12) Scanned copy of Self-attested & stamped copy of valid **FSSAI Registration Certificate.**

(13) **(a)** In case the applicant is a **Pvt./Public Limited company**, self-attested scanned copies of;

i. PAN Card of the Company
ii. TAN Regn. Certificate,
iii. Memorandum and Articles of Association **(in original)**,
iv. Income Tax Return of the last three financial years duly certified by a Chartered Accountant,

(b) In case the applicant is a **Partnership Firm**, self-attested scanned copies of;

i. PAN card of the firm,
ii. TAN Regn. Certificate,
iii. Income Tax Return of the last three financial years duly certified by a Chartered Accountant.
iv. Certified copy of Partnership Deed,
v. PAN cards of all Partners

(c) In case the applicant is a **Sole Proprietor Firm**, self-attested scanned copies of;

i. Copy of Election Identity Card/AADHAR Card/Driving License/Passport etc. for proof of identity & address,
ii. PAN card of Proprietor
iii. TAN Regn. Certificate, if any.
iv. Income Tax Return of the last three financial years, etc. of the applicant duly certified by a Chartered Accountant

(14) The application should be signed by an authorized signatory duly authorized by the Company/Partnership Firm along with a certified copy of such authorization.

Documentary proofs

(1) Details of business associates, sister concerns, affiliates, subsidiaries, etc. if any **duly self-attested & stamped.**

(2) Date of establishment of the applicant's business in food outlets. **Certificate(s) from local bodies/authorities/ Municipality/local Police/FSSAI.**

(3) Turnover from F&B operations as referred in Col. 12 of Technical Bid (Attach certificate of the Charted Accountant/Auditor in original)

(4) Experience in the field of F&B Operations as referred in Col.13 of Technical Bid along with;

(5) Any National/ International arrangement/ agreement in the field for operation of food courts and brands etc., if any. **Scanned copies of self-attested & stamped copies of agreement(s) or copy of Registration Certificate of Trademark.**

- **DOCUMENTS TO BE ENCLOSED WITH THE FINANCIAL BID:-**

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard BoQ format with the tender document, the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

APPLICATION FORM –F (FINANCIAL BID)

FOR

LICENCE TO OPERATE F&B OUTLET NO.7 AT PRAGATI MAIDAN, NEW DELHI

NOTE: The proposed area of F&B Outlet has been shown in the enclosed drawing.

"Financial Proposal" shall mean the binding and final financial offer to be submitted by each Bidder online in the NIC CPPP portal only. The quote in physical form as a document is not to be submitted. **The bidder is required to quote License Fee for F&B Outlet No.7 which should be over and above the Minimum Reserved License Fee of Rs.3,50,000/- (Rupees Three Lakh Fifty Thousand Only) plus GST for entire duration of License Period. License Fee to start from 7 days prior to commencement of actual date of exhibition activities or commencement of operations, whichever is earlier. The technically qualified bidder who has quoted the highest License Fee over and above the Minimum Reserved License Fee will be awarded the contract and shall be considered as the successful bidder.**

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard BoQ format with the tender document, the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

Annexure-C

TERMS & CONDITIONS FORMING PART OF LICENCE AGREEMENT.

1. OBJECTIVE

The Licensee shall use the said Licensed Premises only for the purpose of operating a food and beverage outlet subject to the terms and conditions and the guidelines and policies framed by Licensor from time to time, and for no other purpose (hereinafter referred to as **"Permitted Purpose"**). **Apart from licensed premises, no other area adjacent to F&B outlet and / or inside Pragati Maidan shall be used by the Licensee.**

2 TERM OF LICENSE

2.1 The term of the license will be for a period of **Three Months** i.e. from **1st September 2020** and shall expire on **30th November 2020** (**"Licensed Term"**) unless earlier terminated/cancelled/revoked by the Licensor. **The term of the license may be extended by four months or less upto March 2021 subject to satisfactory service by the licensee and requirement of ITPO. The extension of the contract will be @10% enhancement in the license fee. ITPO shall have sole and exclusive right to decide about further extension of the contract.**

2.2 The Licensee shall be deemed to have vacated the Licensed Premises **within Seven days after** on termination or expiry of the License Period and shall thereafter have no right to access the Licensed Premises. In such cases, the Licensor will be at liberty to deny entry of Licensees into the Licensed Premises and get the Licensed Premises vacated including disconnection of water, electricity, PNG and other facilities to which the Licensee shall have no right to object. Further, the Licensor will also have right to seal the premises if the possession of the premises is not handed over after the expiry or termination/ cancellation of Agreement. Any issue of licensee seeking resolution may be limited to financial compensation as per the other terms of the agreement.

2.3 On expiry/revocation/cancellation/termination of the License, the Licensee shall hand over peaceful vacant possession of the Licensed Premises in good condition to the Licensor along with fixtures, fittings, equipments & furniture etc. provided by the Licensor at the time of allotment or thereafter (an inventory of which will be prepared and signed by the Licensee at

the time of taking over possession of the premises), failing which Licensor shall take over possession and the Licensee shall not have any claim on the goods left in the premises.

2.4 Licensee shall reimburse any loss or damage to the property and equipment of Licensor as per the assessment of Licensor's Engineering Division after verification within six week from the date of vacation, along with damages/liquidated damages at the rates to be decided by the Licensor for the period required / taken to repair the property equipment(s).

3. AREA & FACILITY

3.1 AREA

3.1.1 The area of the outlet is to be used only for the purposes specified in the layout plan / drawing. No change in this regard will be permitted. No unauthorized areas adjacent to the outlet shall be used.

3.1.2. Additional fixtures, even temporary within the licensed area for preparation, servicing, catering or any other purpose shall be permitted with prior approval of ITPO.

4. OPERATION

4.1 (a) The right of admission to Pragati Maidan including in the outlet is reserved by the Licensor as per terms and conditions laid down from time to time. The service from the outlet will be restricted to Organisers, participants, visitors and service providers of Exhibition, Convention, Conference or other Events held inside Pragati Maidan, employees of ITPO and other Organizations for the ongoing fairs and exhibitions and other related activities and all persons authorized entry into Pragati Maidan for bonafide purposes/ operation within Pragati Maidan only. All the visitors should have bonafide entry ticket / entry pass/ exhibitor or Organizers Badge to the Pragati Maidan or employee identity card. None of these categories of authorized visitors to Pragati Maidan will be denied service from the outlet.

4.1 (b) The Licensee shall use the Licensed Premises strictly for serving food/ beverages to the exhibitors and visitors to fairs / exhibitions and other related activities in Pragati Maidan. The Licensee is strictly prohibited from using the premises for catering of outside parties, holding/ organizing seminars, conferences, fairs/ exhibitions or any other trade promotion and trade related activities, banquets, reception, DJ, marriage and other religious ceremonies and rituals as well as functions having such connotations in the Licensed Premises, during the term of the License. The list is indicative in nature and not exhaustive and decision of

Licensor in this regard will be final and binding. No direct booking will be accepted by the licensee except for supporting the trade promotion and other related activities permitted by the licensor.

4.1 (c) Private fair organiser/Third Party fair organiser have exclusive right and liberty to engage the services of F&B Outlets **(for old Exhibition Complex i.e. from Hall 7 to 12A)**or an outsider at its sole discretion and in case the Private fair organiser/Third party fair organiser engage/obtain the services of outside caterer, the Licensee in most unequivocal terms assimilated that in such an event, the Licensee shall not be entitled to claim from the Licensor in reduction in the license fee or any other compensation whatsoever in nature.

4.1 (d) For ITPO fairs and the fairs co-organized by ITPO, the licensee with the permission of ITPO may be provided free bare space on non-exclusive basis inside the exhibition halls, at the designated space, for serving only pre-cooked snacks & beverages. The space allotted for the purpose would be 24 sq. mtrs. and t**he space would be reviewed on fair to fair basis by User Division depending upon the availability of space (unsold area) for each Hall complex i.e. Hall no. 7, Hall No. 8-11, Hall No. 12 & 12A for ITPO fairs. The licensees shall bear the charges for various utilities.**

4.2 The Licensee has no right on the land or Licensed premises.

4.3 The Licensed Premises are public premises as defined in the Public Premises (Eviction of Unauthorized Occupants) Act 1971 and fall within the jurisdiction of the Estate Officer, Pragati Maidan New Delhi-110001. The rules framed in PP Act, as amended from time to time, shall be applicable for all matters in respect of the said Licensed Premises.

4.4 The Licensee, at its own cost, shall be responsible for the maintenance, high standard of cleanliness, sanitation, hygiene in the premises continuously and also for repair and maintenance of fixtures, fittings and additional facilities such as electricity, water and piped natural gas connections. The Licensee shall also ensure prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source of infection or unhygienic condition etc.

4.5 The Licensee shall give special attention to the manner in which his employees receive visitors and render services ensuring good hospitality, congenial and pleasant atmosphere. Special care shall be taken for the employee's health and to ensure that all the workers/employees employed in the premises are medically fit and that they do not suffer from any contagious, loathsome or infectious disease. In this regard a certificate from an

RMP (Register Medical Practitioner) in respect of each employee is required to be submitted by the Licensees every six months or earlier if demanded by the Licensor.

4.6 The authorized employee of the Licensee are permitted to enter into Pragati Maidan complex and remain during the period **8.00 a.m. to 8.30 p.m.** every day, however, the Outlet shall be opened to public from **9.00 a.m. to 8.00 p.m.** only and in case any employee of the Licensee is required to stay beyond such time, for which it is incumbent upon the Licensee to take permission from the Licensor well in advance.

4.7 The operator shall ensure that eatable items sold/served from the premises are of requisite hygienic and quality standards and conform to the provisions of the Prevention of Food Adulteration Act and any other guidelines, regulations, standards etc. issued by concerned Government Authorities from time to time. The licencee shall be solely liable for any action or penalty imposed by relevant authorities in this regard.

4.8 The Licensee shall also conform to the Food Safety and Standard Acts, Regulations, Bye-laws enacted thereunder and specifically to the guidelines on hygiene and sanitary practices provided under requisite schedule of Notification dated Ist Aug. 2011 of Ministry of Health and Family Welfare- Food Safety and Standards (Licensing and Registration of Food Business) Regulations 2011 and obtain requisite registration/licence/permission to the satisfaction of Licensor before commencing his/her/their operations.

4.9 Officials or representatives/appointed agency of Licensor may, at any time, monitor the quality of raw material, food items and standards of facilities and interiors, exteriors of the premises etc. The licencee shall assist/co-operate with the Licensor's officials in this regard.

4.10 Printed menus with rate list to be made available inside the outlet. No Hand Bills / Stickers are allowed to be displayed or distributed anywhere in the premises or outside.

4.11 The serving of pork & beef is strictly prohibited in licensed premises.

4.12 The Licensee shall not place or permit placement of any advertisement, notice frames, pictures, decorations, pay telephones, weighing or vending machines or manual or mechanical/electrical devices or contrivance for commercial gains. Boards/Banners/ hoarding/ posters etc. promoting any individuals location/ outlet either in Pragati Maidan or at any of the Gates or near the outlet is not permitted.

4.13 The licensee needs to take note that F&B Outlet no.7 is meant for catering/serving Multi Cuisine food which includes continental, national, international-Western, Asian, Indian food including fast food, confectionaries, non-alcoholic beverages, ice-creams etc.

The Licensee can sale branded products of other companies, if the Licensee has obtained franchisee rights for the sale subject to condition that the F&B Outlet Operators made application to ITPO, and ITPO in turn had granted permission to do so, which inter-alia shall be attracting additional license fee.

4.14 Segregation of waste material will also be undertaken by Licensee as per local rules and regulations. Licensee shall collect all garbage in bags/ boxes/trolleys permitted as per the guidelines of the Licensor. The collected garbage shall be kept at designated locations for disposal by Licensor outside the Pragati Maidan.

4.15 The Licensee, his agents and employees shall observe/perform and comply with all applicable law/ rules and regulations of Shops and Establishment Act, Factory Act, Industrial Disputes Act, Minimum Wages Act, Labour Laws and the provision of any statutory law applicable to the Licensee including any rules and regulations made by Licensor or any other department of Government of NCT of Delhi or Local body or administration as applicable from time to time to the business which the Licensee is allowed to carry on under this Agreement and to the area in which the said premises is located. This also includes compliance of laws relating to hygiene, storage, sanitation, cleanliness product quality and disposal of water & waste material etc.

4.16 The packaging of the food items served / sold by the Licensee at Pragati Maidan should bear the name / logo of the Licensee.-.

4.17 Only Potable water will have to be served in the outlets.

5. FOOD TO BE SERVED IN THE OUTLET

5.1 The shops at Food court-II are expected to provide multi-cuisine food with a continental, national, international-western, Asian, Indian, including fast food, confectionaries, non-alcoholic beverages, ice-cream etc. The licensee can sell branded products of other companies only in case the licensee has obtained franchisee right for the same without creating any right in favour of franchising agency or any other outsider, third party, viz-a-viz ITPO/licensor subject to condition that the F&B operator notify to ITPO. In turn, ITPO granted permission and upon granting such permission deposited Rs.50,000/- (Rupees Fifty Thousand only) per brand within seven days from the date of said permission, the validity of this permission and deposit thereof would be in addition to the license fee and

said deposit of Rs.50,000/- per brand are valid for entire duration of license period. In case, the license period is extended, in such a event, F&B operator shall pay additional amount on pro-rata basis for the remaining period the licensee remain in possession of the F&B outlet.

6. SERVICE AT THE OUTLET

6.1 All employees of the Licensee will always be in proper clean uniforms with identification badges and they will carry Photo Identity Cards issued by Licensor while on duty at Pragati Maidan.

7. OPERATIONAL REQUIREMENTS FOR THE OUTLET

7.1 The Licensee shall have a minimum of one professional as a full time employee having requisite degree/diploma from a recognized Hotel Management, Catering, Hospitality Institute in their employment at the licensed premises.

7.2 The Licensee shall have to use state-of-the-art, modern, modular kitchen equipment as is being currently used in international standard restaurants and multi-cuisines restaurants in five star hotels. The modular kitchen equipment should be in the form of an open kitchen visible to the customers. Proof of such experience and a list of typical equipments proposed to be installed / operated with technical specifications will have to be supplied alongwith photographs to the Licensor.

7.3 Use of gas cylinders, coal, fire wood etc. is not permissible. Piped Natural Gas (PNG) available in the outlet will have to be used on payment basis. In case coal or firewood is essential for particular cuisines, special written permission will have to be taken from the Licensor subjected to clearance from the Delhi Fire Service which shall be obtained by the Licensee after compliance relating to additional equipment etc., if any, at his own cost and for specific area.

7.4 The Licensee, if required, will have to use only equipment using electricity like Microwave oven, hot plate, etc. for heating / re-heating of food items to ensure safety. The list of equipments will have to be got approved in advance from Licensor and **adequate electrical load has to be got pre sanctioned from the Licensor.**

7.5 All communications to the Licensor must be sent on the letter-head of the Licensee under the signature of the authorized signatory whose name & designation must be mentioned in the letter. Letter without name & designation of the authorized signatory and letters on plain paper would not be entertained. All notices / communications shall be sent by the Licensor at the address first mentioned above. **The name along with the photograph of the signatory**

authorized by the company should be informed in writing on company's letter-head to the licensor. All notices / communications shall be sent to the Licensee at the address mentioned by them at the time of allotment. Any change in the address should immediately be informed to the licensor.

8 LICENCE FEE & SECURITY DEPOSIT

8.1 LICENSE FEE

In consideration of the Licensor having agreed to allow the Licensee to use the Licensed Premises for Permitted Purpose, it is agreed that:

(a) The Licensee shall pay to the Licensor a Licence Fee of Rs._____ as agreed to for payment for the Licensed Term (hereinafter referred to as **"License Fee"**) in addition to the Goods & Services Tax (GST) and other Govt. levies, as applicable, from time to time. **License Fee to start from 7 days prior to commencement of actual date of exhibition activities or commencement of operations, whichever is earlier.**

(b) **The entire License fee for the licensed F&B outlet will be paid in advance along with applicable taxes, the entire license fee is payable immediately on allotment.**

(c) **In case of early termination/revocation of the license before the expiry of license period due to re-development program of Pragati Maidan, license fee may be refunded on pro-rata basis for the balance license period to the licensee accordingly. The licensed premises shall be vacated by the licensee in fifteen days (or earlier as per ITPO's discretion in case of any emergent situation) and peaceful vacant possession shall be handed over to the Licensor for re-development program in progress. In case, the term of the license is extended further upto March 2021 or less subject to satisfactory service by the licensee and requirement of ITPO, the extension of the contract will be @10% enhancement in the license fee. ITPO shall have sole and exclusive right to decide about further extension of the contract.**

8.2 SECURITY DEPOSIT

8.2.1 In addition to the entire Licence Fee to be paid in advance, to the Licensor, the Licensee will also be required to deposit with the Licensor, interest free (refundable/adjustable) Security Deposit of Rs.10.00 Lakh through a bank draft or banker's Cheque payable at Delhi before taking over the possession of the F&B Outlet.

Besides payments for utilities like electricity, water, piped natural gas at the rates specified by ITPO from time to time, the Licensee will also be required to pay Conservancy Charges for removal of waste as mentioned in Annexure-D which are subject to revision without any

notice. This conservancy charge as per rates prescribed is payable for removal of the waste generated by the Licensee from the designated location upto which he shall transport the same by his own arrangement as per detailed guidelines to be issued by the Licensor from the F&B outlet to the designated location for the same. The waste from the designated locations for disposal outside the Pragati Maidan will be by ITPO or its authorized agency/representative. The charges as indicated in Annexure E are subject to revision without any notice.

8.2.2 **Conservancy charges (non-refundable) for entire duration of the license period are payable in advance before taking over the possession of the licensed premises. The conservancy charges may be refunded on pro-rata basis for the balance license period to the licensee in case of early vacation of the licensed premises before expiry of the license period.**

8.2.3 Any act of the Licensee which results in violation of the Agreement or any of the Terms and Conditions contained herein shall give Licensor the right to forfeit the entire amount of the Security Deposit in addition to the right to terminate the Agreement **without any notice and to immediately disconnect utilities like electricity, water, gas etc.**.

9. PAYMENT OF DUES AND RATES & TAXES

9.1 Licensee is required to make time-bound payments of all dues towards licence fee, conservancy charges, consumption of electricity, water, gas etc. and applicable taxes, as demanded by the licensor.

If any payment towards licence fee, electricity, water, gas, conservancy, other utilities, penalties and any other dues remain outstanding beyond the date stipulated in the demand note / invoice, Licensor shall have the right to terminate licence within seven days from the date of demand notice without giving further notice and forfeit the security deposit. The electricity, PNG and water connections shall also be disconnected forthwith. Licensor shall take possession of the premises on 'as is where is basis'. The claim of the Licensee to the goods lying in the premises would not be entertained.

If the outstanding dues are more than the security deposit, Licensor shall take appropriate action for recovery of balance amount payable to Licensor along with 15% penal interest at the risk and cost of the Licensee

9.2 **No part of the paid licence fee, Security Deposit and conservancy charges is refundable in the event of cancellation/revocation of the license by the Licensor / Licensee except in such**

condition where the license is terminated by the Licensor on account of re-development program of Pragati Maidan.

9.3 The Licensee shall pay all Central, State and Local Taxes including GST, duties, licence fees, permit fees, ESI, PF or any other statutory payment under Labor Laws etc. as may become payable in accordance with the various laws or rules prevalent in Delhi. In no case shall the licensor be deemed to be the agent of the Licensee for the purpose of collecting and remitting taxes / levies by any tax authority. However, the Licensee shall produce clearance certificate under the various tax laws to the Licensor on demand. **The Licensee shall also bear the incidence of Property Tax and pay the same on demand to the Licensor. The licensee shall also submit the proof for compliance of ESI and PF to its employees deployed in Pragati Maidan to Licensor on quarterly basis.**

9.4 The licensee shall adhere to the local municipal and other laws applicable to the catering business already in vogue and also coming into force from time to time during the licensed period.

9.5 The licensee shall not charge any price exceeding MRP printed on the item on sale. The sale price cannot exceed the rate printed as MRP. The companies can sell at lower prices if they desire so. Wherever there are more than one MRP for a product, the lowest MRP in Delhi will be charged. The price of freshly cooked food items need to be prominently displayed suitably so as to enable the visitor to know in advance the price list which may be inclusive/exclusive of GST prominently stated in the price list and price for different cuisine need to be so fixed that it is similar to standard of the analogous restaurant.

10 ENTRY & EXIT AND PARKING

10.1 The Licensee shall abide by all the instructions / regulations issued by the Licensor with respect to entry and exit of the material / personnel / representatives and visitors from time to time.

10.2 Entry of vehicles inside the Pragati Maidan is not permitted during the fair/exhibition hours. Only limited number of essential service vehicles, with valid Service Pass, shall be allowed entry. During the IITF and other major fairs, the entry of service vehicles shall be regulated by the Licensor to meet the specific requirements.

10.3 The Licensee shall be issued a **maximum of 50 entry passes** for their officials/ employees including sanitation staff to support the minimum operations. Additional passes will be issued, if required, on payment of Rs.1,000/- per pass per year. Duplicate passes in lieu of lost/damaged cards will be issued on payment of Rs.200/- per pass.

10.4 Licensed premises shall not be used for residential purposes by the Licensee or its employees. Only personnel deployed for night security of the premises will be permitted to stay back in the night hours. A list of such personnel with details to be sent to Security Division of ITPO.

10.5 The licensee will be issued parking label of suitable parking area, if available, for their vehicles and in no case the licensee is allowed to park their vehicle(s) near the licensed premises.

11 SAFETY AND SECURITY

11.1 The Licensee shall arrange at its own cost the security of the Licensed Premises and inventory thereof and the Licensor shall not be responsible in any manner whatsoever for the security of the Licensed Premises and the goods stored therein. **The licensee shall arrange to install adequate numbers of CCTV cameras covering important areas like cooking area, stores, gates etc. with sufficient recording and monitoring capacity.**

11.2 The Licensee shall make appropriate arrangement and install adequate fire-fighting equipment in accordance with Delhi Fire Service bye laws at its own cost and ensure that they are periodically checked and maintained. The Licensor shall have the right to get the installed equipments checked / monitored from Delhi Fire Service or any other approved agency at the cost of the Licensee if felt appropriate during the period of License. The Licensee will also obtain NOC from Delhi Fire Service in respect of allotted licensed premises within 45 days from the date of allotment. Timely renewal of the same should be strictly undertaken by the licensee under intimation to ITPO as per rules.

The following fire safety guidelines should be followed by the licensee:

1. The licensee should install 10 sets of Fire extinguishers and maintain them in healthy condition. The description of the fire extinguishers are as under:
    a. K Type fire extinguishers – 10 nos.
    b. CO_2 (4.5 KG) – 5 nos.
    c. Mechanical Foam (9 litres) – 5 nos.

2. PNG leakage detector should be installed at strategic locations to detect and give alarm in case of PNG leakage. Provision for auto cut off PNG supply in case of any leakage should be provided.

3. All the exit and passage should be un-obstructed and exit signage should be put at every exit point.

4. Five pieces of gel or fire blanket should be kept at specific locations.

5. No flammable articles should be stored inside the outlet and garbage/leftover should be cleared on daily basis.

6. The licensee should deploy appropriate numbers of fire guards during the events.

11.3 The Licensee shall also ensure that its employees promptly evict inebriated, rowdy and other anti-social elements if and when the need so arises in order to maintain decorum in the premises.

11.4 The Licensee and its employees shall comply with any special instructions issued from Licensor / Delhi Police / Security Agencies including those with regard to security from time to time.

11.5 Requisite license to operate F&B outlet in Pragati Maidan will have to be obtained from Delhi Police/MCD etc. within 30 days in the name of company concerned/in the name of Proprietor/in the name of the authorized representative, from the date of allotment. Timely renewal of the same should be strictly undertaken by the licensee under intimation in ITPO as per rules.

12 DAMAGES AND PENALTY

12.1 The Licensee shall confine their activities within the Licensed Premises and in no case will they be permitted to deviate/ increase/ alter from the same. If any deviation is found on inspection by Licensor or Licensor's representative(s), the License will be cancelled on the spot and electricity, Water & PNG connections shall also be disconnected, **without any notice**.

12.2 Penalty as deemed fit will be imposed by the Licensor for any breach/ non-compliance/violation identified for imposition of Penalty, which may not preclude termination of license without any notice.

For violation/non-compliance of any Terms/Conditions following actions/penalties may be exercised:

1. **For 1st violation- warning will be given.**
2. **For 2nd violation- penalty of Rs.50,000/- plus applicable GST.**

3. **For 3rd violation- penalty of Rs.2,00,000/- plus applicable GST.**

4. **For 4th violation- penalty of Rs.5,00,000/- plus applicable GST.**

5. **For 5th violation- penalty of Rs.10,00,000/-plus applicable GST even termination of License Agreement may be considered by the Licensor and Security deposit may be forfeited**

12.3 The Licensee shall abide by all directions issued by the Licensor in order to maintain and upkeep the premises in a proper state of cleanliness and hygiene in and around the outlet will ensure the compliance of all rules and regulations with regard to the conditions of food quality/standards, sanitation, cleanliness and hygiene, failing which the Licence Agreement shall be terminated/cancelled.

12.4 The Licensee shall comply with the Terms and Conditions as laid down in the Agreement or specified from time to time by Licensor. On any violation/ non-compliance of terms & conditions of the agreement and/ or bid document, the Licensor will be free to terminate / cancel the licence agreement and in such a situation no refund towards licence fee, security deposit and other deposits towards services will be permissible. The decision of the Licensor in this regard will be final and binding.

12.5 The Licensee shall not cause damage to any structure, installation, fixture, device, etc. in Pragati Maidan and in the event of any damage being caused to the same intentionally or otherwise, by the Licensee or his employees or invitees or customers, the Licensee shall make good any such damage so caused to the satisfaction of the Licensor and / or the Licensor shall be entitled to repair the damage or make the requisite replacement and call upon the Licensee to reimburse cost thereof forthwith or on demand by Licensor.

12.6 The Licensor is at liberty to forfeit the Security Deposit to adjust/offset the dues payable to Licensor by the Licensee after due Notice to the Licensee by the Licensor.

13 GENERAL

13.1 The Licensee shall not sublet, assign or permit or sub-contract of any description or enter into any management agreement or similar arrangements with regard to the use of the Licensed Premises or part thereof to any person/party including, without limitation, its subsidiary – sisters concern, affiliates, etc..

Violation of this clause would invite immediate cancellation of the allotment/termination of Licence. Any change in the management, control, composition, constitution or ownership of the Licensee shall be deemed to be an assignment for the purpose of this Agreement and

shall be liable for the same consequences as in case of assignment including termination of the License and forfeiture of License Fee and security deposit.

13.2 The Licensor shall have the right to grant rights and privileges to any other parties similar to the ones enjoyed by the Licensee within the Pragati Maidan without any restriction whatsoever.

13.3 The Licensee shall be solely liable towards any complaints, or any action taken by any person against quality of food and beverage served, or other services rendered by the Licensee, or behavior of its employees, staff and supervisors in the Licensed Premises.

13.4 The Licensor does not recognize any association of the Licensees and in case any clarification of the Terms and Conditions of the License or modification thereof, such clarification should be sought by the Licensee alone and no collective representation will be entertained.

13.5 The Licensee shall maintain a complaint book/visitor book / suggestion box at a prominent place in the Licensed Premises and in such a way that it is easily accessible to any person who wishes to record any complaint/suggestion and the said details/book shall be open for inspection to the Licensor, as and when demanded.

13.6 In case of any strike or lock-out either in the Pragati Maidan or in the Licensed Premises or for security reasons, if the Licensee is unable to function or its business is affected, the Licensor shall not be liable for any loss which the Licensee may suffer. In such an event, the Licensee shall not be entitled to any reduction in the Licence Fees or any other compensation, whatsoever in nature.

13.7 The Licensee shall engage only such persons who will have good character/behavior and are skilful in their business. The Licensee shall furnish the Licensor in writing the names, parentage, age, residential address, specimen signature, biometric data, photographs etc. & all such particulars of all employees whom he/she proposes to employ for the purpose of this Agreement before they are so employed. Complete data for these persons (as per the form prescribed by the Licensor along with soft copy) will be made available to the Licensor. The Licensor shall have the right to forbid the employment of any person who it may consider unsuitable and forbid his/her entry in Pragati Maidan. Decision of the Licensor shall be final and binding in this regard. The persons employed by the Licensee shall be under the general discipline of the Licensor and shall conform to such directions as may be issued by the Licensor in respect of points or routes of entry to and exit from the premises and in respect of use of toilets etc.

The Licensee shall also have all persons employed by him verified by the police to the satisfaction of the Licensor, before employment, a copy of which along with complete data

will be required for issue of Entry Pass to Pragati Maidan by the Licensor. Otherwise temporary entry pass shall be issued as per policy guidelines issued from time to time by the Licensor for operation till completion of police verification of such employees.

13.8 In the event of the Licensee being prohibited/refrained from selling one or more of its articles in the Licensed Premises because of any Government Laws/ Rules/ Regulations/ Orders of Central Govt. or Govt. of NCT, Delhi, the Licensor shall not be liable for any loss suffered by the Licensee and in such an event the Licensee shall not be entitled to any reduction in the Licence Fees etc.

13.9 Gambling, disco, dancing, karaoke, jam session, cabaret and other similar activities different from service of food & beverages are strictly prohibited .in the licensed premises. Any violation of this clause will result in summary cancellation / revocation of licence.

13.10 Licensor reserves the right to withdraw / temporarily suspend the use of specified area of the allotted premises due to security reasons, VIP movement or for meeting any other statutory obligations. No license fee of that period shall be refunded in this regard and no compensation in terms of grant of extra period beyond licence term shall be considered by Licensor in this case.

13.11 Use of plastic bags etc. in Pragati Maidan is prohibited as per direction of Govt. of NCT Delhi.

13.12 The possession / premises shall be allotted on "AS IS WHERE IS BASIS".

13.13 Emergency lights in working condition must be available in all individual eating area in the outlet.

14 INSURANCE

The selected bidder will obtain comprehensive insurance policy for the specified amount to cover damage to the outlet by any means including fire etc., as under:-

(i) The Licensee will be required to obtain comprehensive insurance policy of the outlet against all risks for a suitable amount. It shall be the responsibility of Licensee to ensure that the insurance policy remain effective without any break during the period of Licence. **The Licensee will also obtain comprehensive Insurance Policy in respect of allotted licensed premises within 30 days from the date of allotment timely renewal of the same should be strictly undertaken by the licensee under intimation to ITPO as per rules Licensee will also obtain comprehensive Insurance Policy in respect of allotted licensed premises**

within 30 days from the date of possession. Timely renewal of the same should be strictly undertaken by the licensee under intimation to ITPO as per rules.

(ii) The Licensee shall also obtain suitable comprehensive insurance policy including but not limited to personal liability insurance, fire insurance, natural calamities insurance for its employees / visitors / customers and keep it alive during the term of Licence.

(iii) ITPO will not be liable to pay for any loss/damage/claim arising out of the operation by the F&B Operator. The damages/loss to ITPO's property will be recovered by ITPO at the value as assessed by ITPO.

15 INVENTORY OF ALL FIXTURES & FITTINGS

At the time of taking possession of the premises, an inventory of all fixtures and fittings including air-conditioning and electrical etc. will be made and the same will have to match on expiry/revocation/ cancellation/termination of licence period or otherwise at the time of handing over the possession to the Licensor or at the time of taking over possession by the Licensor due to cancellation of licence or deemed vacation.

16 INTERIORS, FURNISHING AND FAIR BUSINESS PRACTICES:

16.1 INTERIORS AND FURNISHING:

(i) No construction/addition / alteration can be carried out inside the outlet without Licensor's prior written consent and permission.

(ii) Additional fixtures and interior decorative items to be fixed inside the allocated area shall be permitted by the Licensor, against a specific request made with drawing in detail, after obtaining written permission from the Licensor. On the expiration or termination of this Agreement, as the case may be, the Licensee shall remove such temporary fixtures from the Licensed Premises and restore the premises to the original condition at his own cost after removal of additional fixtures and interior decorative items to the satisfaction of the Licensor.

(iv) The Licensee shall file a copy of the proposed plans of interior decoration, if any, for Licensor's prior approval before the commencement of the works.

16.2 FAIR BUSINESS PRACTICES:

The Licensee shall be required to adopt fair business practices and to exhibit prices in respect of each item / services of sale and the price so exhibited should be competitive. In case of any complaint the Licensee shall be solely answerable in respect of goods sold from the Licensed Premises.

17 INDEMNITY

17.1 The Licensee shall indemnify and keep indemnified the Licensor against any claims whatsoever, financial or otherwise made by third parties for any loss or injury to any person or property at any time during the subsistence of the Licence and subsequent thereto relating to the period of Licence. The Licensor shall not be responsible in any way for loss for damage by any means causes to the Licensee's stock or property during the period of Licence.

17.2 The Licensee shall indemnify and keep indemnified the Licensor against any claims whatsoever, financial or otherwise made by any employee / worker or trade union, association, etc. relating to any dispute whatsoever, at any time during the subsistence of the Licence and subsequent thereto relating to the period of Licence. The licensee shall comply with EPFO, ESI and other laws and shall keep ITPO indemnified against such claim by the Statutory Authority.

17.3 The Licensee will indemnify the Licensor towards any willful infringement or contravention of any rules, regulations or laws of Municipal Corporation of Delhi or other competent authorities. All applicable laws will be deemed to be applicable to the Licensee in respect of the use and occupation of the Licensed Premises and the Licensee agrees to abide by the terms and conditions therein.

18 TERMINATION / REVOCATION OF LICENCE

18.1 In case of default of any of the terms stipulated herein or breach of any of the Terms and Conditions of the License Agreement or if any legislation prohibiting or restricting such terms is imposed or impending, the Licensor shall be entitled to revoke / cancel / terminate the License granted under this Agreement with an immediate effect, without being liable to give any notice to the Licensee. In such an event, the Licensee will not be entitled to any refund of license fee and the Security Deposits. The Licensee undertakes to vacate the Licensed Premises immediately or as directed by the Licensor.

18.2 Any act of the Licensee which results in violation of Agreement or any of the Terms and Conditions contained therein or instructions of the Licensor, shall give Licensor the right to

forfeit the entire amount of the security deposit in addition to the right to terminate the Agreement **without any notice including making good the expenditure / cost, if any, incurred by the Licensor in this regard.**

18.3 Upon the expiry of the period of the Licensed Term or earlier termination of the License for any cause whatsoever, the Licensee shall have no right, title, interest to use the said Licensed Premises. The Licensor shall have undisputed right to make use of the said Licensed Premises at its discretion thereafter and also to grant license and/or further rights of the Licensed Premises to any third person or any other party(ies). It will be lawful for the Licensor without notice to enter upon the Licensed Premises after the revocation of the License on termination/expiry of this Agreement. The Security Deposit shall be refunded by the Licensor to the Licensee only on expiry of the License Term after deducting / adjusting any existing dues including dues of Electricity, water, damage charges, if any, and any other unpaid bill / fee due.

18.4 The Licensee may also, without assigning any reason, surrender the License and terminate this Agreement after giving three months prior written notice to the Licensor, but in such an event the Licensor shall not refund the paid License Fee, conservancy charges and the Security Deposit or any part thereof.

18.5 Revocation of License and termination of this Agreement for any reason whatsoever shall not absolve the Licensee from responsibilities, liabilities for damages and/or payments accrued prior to the Termination of this Agreement.

18.6 (a)The outlet is only meant for serving food & beverages to the authorised visitors and has to be used only for such purposes. It is not an exhibition area and as such no such standalone activity can be carried out, even if it is one of trade promotional activities.

(b) No open space can be occupied for any activity.

(c) Any indulgence in such an activity as indicated above at (a) & (b) can be a reason or cause for termination/cancellation/revocation of the licence.

18.7 For violation of any terms & conditions of Agreement, the defaulter Licensee will also be debarred for allotment of any F&B outlet in Pragati Maidan in his/ her / their name(s) or in the names of their, partners, directors, employees, associates, subsidiaries, sister concerns, affiliates, administrators, representatives, successors etc. as defined in the Companies Act 1956 and/ or in other applicable Acts. Any person(s) acting under or through the defaulter Licensee will also be debarred for allotment of any F&B outlet in Pragati Maidan.

18.8 In case if for any reason whatsoever the Licensee continues to occupy the Licensed Premises **even after seven days** beyond the expiry of Agreement, the Licensee acknowledge

unequivocal right to Licensor to impose penalty @ 5 (five) times of the licence fee (to be calculated on pro rata basis of licence fee quoted for the duration of licence) or Rs. 1.00 lakh (Rupees one lakh) per day, whichever is higher, for the first seven days of default; 10 (ten) times of the licence fee (to be calculated on pro rata basis of licence fee quoted for the duration of licence) or Rs. 2.00 lakh (Rupees two lakh) per day, whichever is higher, for the next seven days of default will be payable under this Agreement by way of liquidated damages. The Licensee agrees that it is a reasonable estimate of the damage and the Licensee agrees to pay the same without any protest/demur. Under no circumstances will the Licensee be allowed to occupy the **F&B outlet No.7** after the fourteen days of default and the same would be taken over by the Licensor without any notice and in such a situation, the Licensee will have no right to their items, if any, found in the outlet and the same will be disposed off at the cost and risk of the Licensee.

Any violation of this Agreement would disqualify the Licensee from applying for all bids issued / to be issued in future by the Licensor for operation of F&B outlets.

18.9 In case if it comes to notice that information/documents furnished by the licensee along with the bid documents or after award of the contract are false fraudulent, incorrect, misleading or forged, licensor shall be entitled to terminate/revoke/cancel the license granted under this agreement with an immediate effect. In such case, the license will not be entitled to any refund of License Fee and Security Deposit.

18.10 For violation of any term & condition of the licence, the Licensor shall be entitled to cancel/terminate/revoke the licence granted under this Agreement. A few illustrative clauses in this regard are mentioned below. This list is, however, only indicative and not exhaustive.

(a) For any failure to maintain cleanliness and hygienic conditions in and around **F&B Outlet No.7** or the quality of food and Beverages served being unsatisfactory as indicated in Clauses 4.4, 4.7, 4.8, 4.14 and 4.15 of the Terms & Conditions.

(b) Organising any unauthorized functions and any encroachment by violating Clauses 4.1 & 4.12.

(c) Delay in payment of dues in terms of Clauses 8 & 9.

(d) Any deviation/ increase/ alteration from the approved area or not confining the activities within the licensed premises as indicated in Clauses 3.1 & 16.1 (i) and for using unauthorized areas adjacent to the outlet.

(e) Any subletting, assigning or permitting or sub-contract of any description or enter into any management agreement or similar arrangements with regard to the use of the Licensed

Premises or part thereof to any person/party including, without limitation, its subsidiary – sisters concern, affiliates, etc., or any change in the management, control, composition, constitution or ownership of the Licensee shall be deemed to be an assignment for the purpose of this Agreement and shall be treated as gross violation of Clause 13.1.

(f) For using the licensed premises for any other purpose than for what it is allotted.

(g) On any violation/non-compliance of terms & conditions and / or bid document/Award Letter.

18.11 <u>In case of early termination/revocation of the license by the Licensor before the expiry of license period due to re-development program of Pragati Maidan, license fee and conservancy charges may be refunded on pro-rata basis for the balance license period to the licensee accordingly. The licensed premises shall be vacated by the licensee within the time stipulated in the notice and peaceful vacant possession shall be handed over to the Licensor for re-development program in progress.</u>

19 DISPUTES, REFUND, CLAIM, STAMP DUTY & OTHER CHARGES, JURISDICTION, INTERPRETATION ETC.

19.1	**Refund**	In case the Licensee vacates the Licensed Premises before the expiry of the Licence Period, the Licensor will not refund any part of the Licence Fee, Security Deposit and the Conservancy Charges to the Licensee **<u>except in such condition where the license is terminated by the Licensor on account of re-development program of Pragati Maidan</u>**.
19.2	**Smoking Prohibited**	Smoking and sale of cigarette/ bidi, chewing of paan, paan masala, gutaka & other similar items, are not allowed. Sale & consumption of any form of intoxicant substances banned under law is strictly prohibited
19.3	**Exit Permit**	On expiry/cancellation/termination of licence, Exit Permit/ Gate Pass will be issued on receipt of all the dues by ITPO. Gate passes will be issued by the Licensor for taking out legitimate material out of Pragati Maidan by the Licensee.
19.4	**Storage**	No storage is allowed outside the Licensed Premises and behind the F&B outlet.
19.5	**Stamp Duty and**	The Licensee shall bear the cost of stamp duty and

	Charges	engrossment thereof to prepare two original License Agreements and one original each shall remain in custody of parties to this contract. All other applicable charges shall also be borne by the Licensee.
19.6	**Jurisdiction**	This Agreement is subject to the exclusive jurisdiction of Courts in Delhi state under adjudication of High Court of Delhi.
19.7	**Interpretation**	The decision of CMD, ITPO, the Licensor or his nominee shall be final and binding on the operators about the Rules & Regulations relating to the use of the Licensed Premises including disputes/ differences of opinion, if any.

20 COVENANTS, UNDERTAKINGS AND WARRANTIES

The Licensee further undertakes and warrants to and covenants with the Licensor as follows:-

(i) No interest of any kind whatsoever whether by way of tenancy, lease, sub-lease or otherwise is being created in favour of the Licensee in the said Licensed Premises or any part thereof.

(ii) Licensed Premises shall at all times be under the ownership, possession control and supervision of the Licensor. The Licensor shall retain possession of the said Licensed Premises and shall have the right to direct the mode and manner of the use of the said Licensed Premises. Further, the Licensor or its authorized representatives shall at all times retain free and unobstructed right of ingress and egress to the Licensed Premises including, without limitation, access for inspection and to carry out repairs, alterations and additions at all reasonable time during the tenure of operation.

(iii) Licensee has no right of way, passage, air and light or any other easement rights in the said Licensed Premises but has merely the permission to use the Licensed Premises for the Permitted Purpose and only during the Licensed Term. Licensee shall have no interest in the licensed Premises in any manner whatsoever after expiry or termination / cancellation of licence agreement.

(iv) Licensee shall not store or bring into the Licensed Premises any inflammable or otherwise dangerous materials / goods, narcotics or drugs/ alcoholic beverages, banned substances in any part of the Licensed Premises which would present a fire and/or health hazard to the Licensed Premises property, its guests and/or visitors.

(v) Licensee shall not play any loud and / or annoying music, nor cause or be the cause of loud and / or noisy conduct nor indulge in anything whatsoever which may constitute a source of nuisance or annoyance to the Licensor, visitors, guests or other Licensees.

(vi) Use of loudspeakers or playing music, making announcement and other promotional means for attracting visitors etc. is strictly prohibited.

(vii) Copyright Licence – All necessary licenses for using copy right material from the relevant Copyright Societies e.g. Phonographic Performance Ltd. and the IPRS etc. shall be obtained and the copy of the same shall be kept for perusal of Licensor (ITPO). The F&B operator has to get required licence(s) from the concerned authorities in advance. Any F&B operator found infringing Copyright Act shall be personally liable to pay the penalty and indemnify ITPO for such infringements.

(viii) Licensee shall not, in any manner whatsoever make any favour or give any concession of any kind to any of the staff of the Licensor.

21 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 is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts(as are not limited to the establishments and facilities of the contractor), fire, floods, natural calamities or any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such EVENT is given by the affected party to the other, within 21 Calendar 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 such claims for damages against the other, in respect of such non-performance or delay in performance provided the contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

22. ARBITRATION

a) All matters of dispute arising out of this License Agreement shall be governed by Law of Land and subject to jurisdiction of Courts in Delhi.

b) In case of any dispute relating to this Agreement, except those covered under P.P. Act, 1971, both the parties shall make all efforts to resolve mutually by way of Conciliation

process, failing which the same shall be referred to CMD, ITPO for appointment of sole Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996(as amended from time to time) shall apply on both the parties.

c) Before resorting to arbitration, both parties may initially try to reconcile the differences /disputes, failing which only should arbitration be attempted.

d) The venue of the arbitration proceeding shall be the office of ITPO.

e) Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.

f) The fee payable to the Arbitrator shall be paid equally by both the parties.

g) The language used in the arbitral proceedings shall be English.

Annexure-D

AFFIDAVIT

I,_____, son/daughter/wife of_____ resident of _____Director / Partner / Proprietor of M/s. _____ having its registered office at _____ do hereby solemnly declare and affirm as under:-

1. that I/firm/company have/has the requisite licenses and approvals including license to operate food and beverage outlets.
2. that there has been no case / litigation whatsoever against me / firm / company or any other legal entity in which I/we have controlling share under Prevention of Food Adulteration Act, 1954 or any other law which restricts me / firm / company from operating food and beverage outlets and/ or to enter into the License Agreement.
3. that no penalty on account of failure of food samples/ unhygienic condition of F&B outlet(s) has been levied on me / firm/ company or any other legal entity in which I/we have controlling share by any of local / Government Authority.
4. That I/we/firm/company shall conform to the Food Safety and Standard Acts, Regulations, Bye-laws enacted thereunder and specifically to the guidelines on hygiene and sanitary practices provided under requisite schedule of Notification dated Ist Aug. 2011 of Ministry of Health and Family Welfare- Food Safety and Standards (Licensing and Registration of Food Business) Regulations 2011 and obtain requisite registration/licence/ permission to the satisfaction of Licensor before commencing operations.
5. That I/we/firm/company shall ensure that eatable items sold/served from the premises are of requisite hygienic and quality standards and conform to the provision of the Prevention of Food Adulteration Act / Food Safety Standards Authority of India and any other guidelines, regulations, standards etc. issued by concerned Government Authorities from time to time. I/we shall be solely liable for any action or penalty imposed by relevant authorities in this regard.
6. that I / firm / company am/is financially sound to undertake such an Agreement.

7. That I / firm / company or any other legal entity in which I/we have controlling share has/ have never been barred from operating any F&B outlet anywhere in India by any agency / Govt. Deptt.

8. That I / we understand and agree that licensed premises shall not be used after expiry of the Agreement. The Licensor will have the right to disconnect electricity, water, PNG and other services after expiry of the Agreement and/ or seal or take over the premises on the expiry of the License Agreement **without any notice** to the licensee.

9. That I / we understand and agree that the license period /term of license of F&B Outlet for which I am/ we are submitting our bids is for **a period of Three months** from the date of possession **except in such condition where the license is terminated by the Licensor on account of re-development program of Pragati Maidan** as per the Bid Notice/Bid Documents and the period of licence is non-negotiable and will not be extended under any circumstance on ground of any dispute and agree that said issues may be processed for financial compensation, if any.

10. That in case I am/we are allotted the licensed premises, I/we will hand over the peaceful vacant possession of the licensed premises immediately on expiry of term **or in case of early vacation of the premises due to re-development program.**

11. That in case I am/ we are allotted the licensed premises, I/we shall peacefully hand over the vacant possession of the licensed premises on termination / cancellation / revocation of license in accordance with the instructions issued by the licensor in this regard and seek resolution of dispute, if any, through financial compensation only.

12. That I / we undertake and agree that we shall not resort to any unauthorized use of the premises and shall confine the permitted activities within the specified area. We also understand and agree that for any violation of these conditions and / or for use of any area outside / beyond the licensed area, the license agreement will result in summary cancellation/ termination of license agreement.

13. That I / we undertake and agree that the Licensor will have the right to revoke / cancel the License Agreement after following due procedure on violation of any terms & conditions of the bid document and / or Agreement.

14. That I / we agree and understand that I / we will have no authority to access the premises after the expiry / termination / revocation / cancellation of License Agreement.

15. That I/we agree and undertake that I / we will not operate more than one F&B outlet in Pragati Maidan at any point of time.

16. That I/we undertake to pay the amounts as demanded by ITPO towards damage if caused to the licensed premises during the tenure of Agreement/ on vacation. The amount towards damages shall be paid within three days from the date of Demand Note / Invoice.
17. That I/we or our other business entity where we had and / or still have controlling share, have not been barred from operating an F&B outlet on account of food quality issues by concerned govt. authorities or have not been convicted for irregularities concerning F&B outlets under various statues / rules / regulations / orders etc.
18. That I/we have not been debarred from bidding on account of Clause 3.1.3 (i) of bid documents.
19. I/We also undertake that none of my personnel/employee have a business or family relationship with any employee of ITPO and no one from ITPO is directly or indirectly involved in the project.
20. That I/we have read all the terms & conditions forming part of the License Agreement (**Annexure-C**) and agree to abide by them in entirety.
21. That I/we agree to pay charges applicable for various services/ utilities for F&B outlets **(Annexure 'E').**

DEPONENT

VERIFICATION

Verified at Delhi on this _____day of _____, 2020 that the contents of the above Affidavit are true and correct to my /our knowledge and no part is false and incorrect.

DEPONENT

Annexure-E

India Trade Promotion Organisation

Charges applicable for various services / utilities
for F&B Outlet No.7

S. No.	Services / Utilities	Rate	
1.	**Electricity Charges**	**Rs. 20/- per KWH subject to a minimum of Rs.344/- per KW per month of connected load wherever meter is installed.**	
		(a)	**Power connection charges**: Rs.238/- per KW
		(b)	**Power Consumption Charges:** Rs.240/- per KW per day, wherever meter not installed
		(c)	**Penal charges**: In case load is drawn more than the sanctioned load, penal rates will be charged @ **1.5 times** the normal rate of ITPO approved tariff.
		(d)	**Re-connection charges**: In case of power disconnection, re-connection charges as per approved tariff will be charged @ Rs.238/- per KW.
2.	**Water Charges**	(a)	**Water consumption charges**: Rs. 324/- per kilo litre.
		(b)	**Water connection charges**: Rs.11,760/- per connection.
		(c)	**Re-connection charges**: Rs.23,520/-.
3.	**Conservancy Charges**		**Rs.49/- per sqm. per month**
4.	**Piped Natural Gas (PNG) - wherever *available*.**		**Rs.60.00 per cubic meter**

Note: (1) Above rates are tentative and subject to change without notice, as per norms in ITPO.
(2) GST@ 18% will be applicable on all the services or as prescribed by the Competent Authority.

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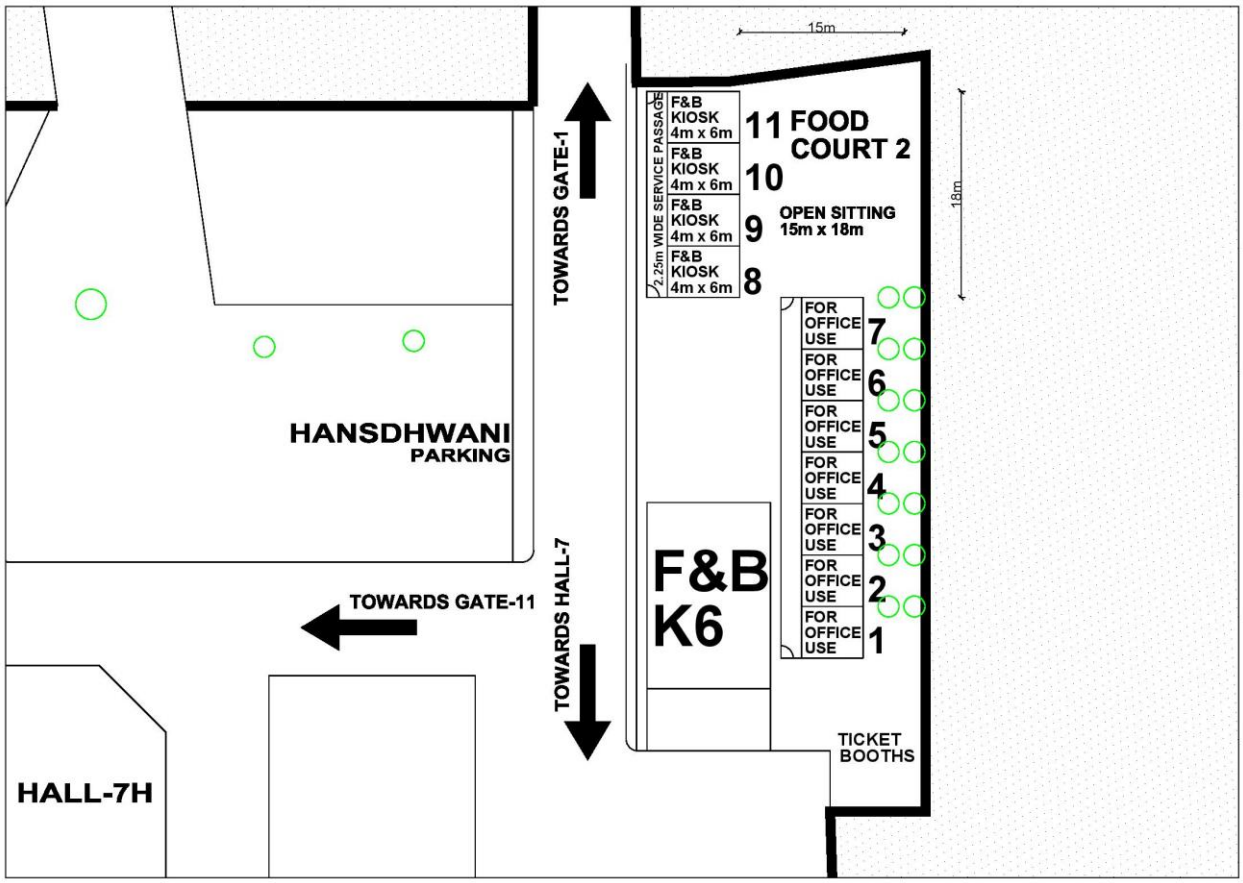
Annexure-F

LAYOUT PLAN FOR KIOSK No.7



Annexure-G

PAYMENT DETAILS FOR TENDER FEE AND EARNEST MONEY DEPOSIT

Payments Details

Only online payment through **RTGS/NEFT** will be accepted.

1. Name of the Beneficiary - INDIA TRADE PROMOTION ORGANISATION
2. Name of the Bank – Central Bank of India
3. Branch Address – Pragati Maidan, New Delhi-110001
4. Account No. – 1167404133
5. Type of Account – Saving
6. IFSC – CBIN 0284078
7. MICR Code – 110016150
8. PAN NO. - AAATI2955C

Annexure-H

MINIMUM RESERVED LICENSE FEE

Name of the Contract	Term of Contract	Area of K-7	Minimum Reserved License Fee (Excluding GST)
To Operate Kiosk No.7	Three Months from the date of the possession	Covered Area = 96 Sqm. Covered Service Passage = 36 Sqm. Open Area = 270 sqm.	Rs.3,50,000/-

The bidder is required to quote License Fee for Kiosk No.7 which should be over and above the Minimum Reserved License Fee for entire duration of License Period. The technically qualified bidder who has quoted the highest License Fee over and above the Minimum Reserved License Fee will be awarded the contract and shall be considered as the successful bidder. License Fee to start from 7 days prior to commencement of actual date of exhibition activities or commencement of operations, whichever is earlier.

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app**.**

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.

2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.

3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or ''Other Important Documents'' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other

accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9. Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

India Trade Promotion Organisation (ITPO)

(A Government of India Enterprise)
Pragati Bhawan, Pragati Maidan, New Delhi – 110 001

Tender No. ITPO/F&B/Kiosk-7/2020 **Date: 15.07.2020**

Subject: ON-LINE Bids for allotment of F&B Kiosk No.7 in Pragati Maidan, New Delhi for a period of three months (with provision for extension till March 2021) or earlier due to re-development program

India Trade Promotion Organisation (ITPO) invites online bids in two-bid system (Technical and Financial) from the eligible bidders. Manual bids shall not be accepted.

Important Information

Cost of Tender Document	Rs.5,900/- including 18% GST through Demand Draft/ Banker`s Cheque/ NEFT/ RTGS favouring ITPO
Earnest Money Deposit	Rs.5,00,000/- through Demand Draft/ Banker`s Cheque/ NEFT/ RTGS favouring ITPO
Bid Document Download/ Sale Start Date	15.07.2020
Bid Submission Start Date	15.07.2020 (6:00 pm onwards)
Last date for seeking clarifications	22.07.2020 (Upto 6:00 p.m.)
Bid Submission End Date	06.08.2020 (Upto 2:00 pm)
Opening of Technical Bids	07.08.2020 (2:30pm)

For downloading/details of tender, please visit our website: www.indiatradefair.com (for reference only) or CPP Portal site https://eprocure.gov.in/eprocure/app

Validate Print Help **Wise BoQ**

Tender Inviting Authority: India Trade Promotion Organisation ,Pragati Maidan, New Delhi-110001.

Name of Work: ON-LINE BIDS FOR ALLOTEMENT OF F&B KIOSK NO.7 IN PRAGATI MAIDAN FOR A PERIOD OF THREE MONTHS.

Contract No: ITPO/F&B/Kiosk-7/2020

Name of the Bidder/ Bidding Firm / Company :	

PRICE SCHEDULE

The Bidder is required to quote License Fee for Kiosk No. 7 which should be over and above the 'Minium Reserved License Fee' of Rs 3,50,000/- (Rupees Three Lakh Fifty Thousand Only) for entire duration of License Period of three months.

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	License Fee For entire license Period to be quoted by the bidder over and above 'Minium Resevered License fee' Total Amount Without Taxex Rs. P	GST in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT including GST Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	15	53	54	55
1	Liecense Fee For entire License period of three months.	1.00	Nos		18.00%	0.00	0.00	INR Zero Only
Total in Figures						0.00	0.00	INR Zero Only

Quoted Rate in Words	**INR Zero Only**