

CORRIGENDUM-IV & ADDENDUM - I

File No. ITPO/F&B/Exh. Cmplx./2021
India Trade Promotion Organisation
(F&B Division)

21st February 2022
Pragati Maidan, New Delhi

CORRIGENDUM-IV

Tender Ref. No. ITPO/F&B/Exh. Cmplx./2021 dated 31.12.2021.

1. Clause No. 27: “Force Majeure” on Page 126 may be read as:

Existing Clause	Amended Clause
If at any time, during the continuance of the License Term, 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 Governmental 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 Agreement, 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 Agreement 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 Agreement is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the Agreement. As regards Coronavirus (Covid-19) and its variants or related strains, it is recognized by the Parties that the present Agreement is being made in the background of the prevailing restrictions/ prohibitions imposed by the governmental/ municipal/ local authorities, inter alia on hospitality operation in view of Covid-19. The Parties agree that the ongoing pandemic caused by Coronavirus (Covid-19) and its variants or related strains are not covered in “force majeure” and will not be treated as a force	If at any time, during the continuance of the License Term, 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 Governmental 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 Agreement, 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 Agreement 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 Agreement is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the Agreement. As regards Coronavirus (Covid-19) and its variants or related strains, it is recognized by the Parties that the present Agreement is being made in the background

<p>majeure cause for the purposes of this Agreement.</p>	<p>of the prevailing restrictions/ prohibitions imposed by the governmental/ municipal/ local authorities, inter alia on hospitality operation in view of Covid-19. In view of the uncertainty on organizing exhibitions and continuous running of F&B outlets / restaurants etc. during Covid times, 100% waiver in license fee will be considered for proportionate duration during which exhibition organizing activities and restaurant / food outlets operations activities remain suspended due to respective orders of NDMA/DDMA. 50% waiver will be considered in case exhibition organizing activities remain suspended, while food outlet/restaurant operations activities remain allowed during the same period, due to respective orders of NDMA/DDMA The waiver shall be applicable for the number of days till such restrictions are in force.</p>
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2. Sub-clause No. 3.16 of Clause No. 3 “Scope of Work” and Sub-clause 8.3 of Clause No. 8 “Food to be served in the Licensed Premises” may be read as under:

Existing Clause	Amended Clause
<p>The Licensee shall mandatorily install and maintain automated vending machines dispensing packaged snacks & non-alcoholic beverages at MRP at prominent locations as allowed by ITPO for the visitors. The electricity costs of the same shall be borne by the licensee, as per metering for the vending machine installed. Additional vending machines subject to availability of space and as per requirements may be installed by the licensee with prior approval from ITPO. Any incidence of default in installation of any vending machine beyond the quantity which is approved by ITPO, shall attract a suitable penalty at the discretion of ITPO. Payment towards penalty, if any, imposed and electricity connection and/or consumption charges has to be made within a period of 15 days from the date of invoice. If payment is not received within a period of 15 days, penal interest @ 9% per annum from the 16th day of date of invoice shall be chargeable on the invoice amount, till the date of actual remittance of the penal dues. In case dues still remain unpaid, ITPO after two months from the date of the invoice, shall initiate proceeding towards disconnection of water, electricity, PNG and other facilities to which the Licensee shall have no right to</p>	<p>The Licensee shall mandatorily install and maintain atleast one automated vending machine in each of the Exhibition Halls viz. Hall 1 (Both Ground and First Floor), Hall 2-5 (Both Ground and First Floor), Hall 6, 7(A-H), 8, 9, 10, 11, 12, 12A dispensing packaged snacks & non-alcoholic beverages at MRP at prominent locations as allowed by ITPO for the visitors. The electricity costs of the same shall be borne by the licensee, as per metering for the vending machine installed. Additional vending machines subject to availability of space and as per requirements may be installed by the licensee with prior approval from ITPO. Any incidence of default in installation of any vending machine beyond the quantity which is approved by ITPO, shall attract a suitable penalty at the discretion of ITPO. Payment towards penalty, if any, imposed and electricity connection and/or consumption charges has to be made within a period of 15</p>

object. Further, the Licensor will also have right to seal the Locations.	days from the date of invoice. If payment is not received within a period of 15 days, penal interest @ 9% per annum from the 16 th day of date of invoice shall be chargeable on the invoice amount, till the date of actual remittance of the penal dues. In case dues still remain unpaid, ITPO after two months from the date of the invoice, shall initiate proceeding towards 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 Locations.
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3. The Sub-clause No. 1.4 of the Clause No. 1: Introduction and Background” and Sub-clause no. 4.1 “Area” of Clause No. 4: “Area & Facility” may be read as under:

The indicative details of the Location(s) and the Support Areas is specified as under:

Exhibition Halls	Areas
Mezzanine-level (non-tower area)	<ul style="list-style-type: none"> • Hall 1: 860 sqm + (Service Corridor of 176 sqm) • Hall 2: 571 sqm • Hall 5: 860 sqm <p>Common Service corridor at Mezzanine level of Hall 2-5: 670 sqm</p>
Basement level Back-of-the-House facilities	<p>Three nos. Back-of-the-House areas have been identified at Basement level, 1 each near Hall-2, 5 and 14. These areas may be utilized for activities such as staff rest/F&B/changing/locker/toilets, storage, office, preparatory area, etc. These are only identified locations, without any construction of external/internal partitions. The selected concessionaire would be provided with only nodes of services such as electricity, plumbing, drainage, HVAC, etc. and all the internal planning and execution is expected to be carried out by the selected concessionaire as per building byelaws and T&C of the tender.</p> <ul style="list-style-type: none"> • Back-of-the-House below Hall-14: 485 sqm • Back-of-the-House below Hall-2: 610 sqm • Back-of-the-House below Hall-5: 390 sqm
Other Areas	
Trapezium (horse-shoe shape) on Ground level	<ul style="list-style-type: none"> • Four units in front of Hall 2-5, with each unit having two outlets of 126 sqm each & 100 sqm of common seating area. Total area of one unit (126+126+100) is 352 sqm. Total area of all 4 units (4 x 352 sqm) is 1408 sqm. • One unit in front of Hall 6, with two outlets of 414 sqm and 178 sqm of common seating area. Total area (414+414+178) of 1060 sqm.

Non-tower area	<ul style="list-style-type: none"> Nodes for services provided near staircases' munties for smaller/temporary F&B outlets in non-tower area. 	
Service Block-1 (behind Hall-5)	<ul style="list-style-type: none"> Staff/workers cafeteria of 112 sqm and its kitchen of 34.5 sqm. 	
Driver Lounges and Pantries (Basement Part-1 below Hall 1-5)	<ul style="list-style-type: none"> Pantry-1 = 8.6 sqm 	
	<ul style="list-style-type: none"> Pantry-1 = 8.6 sqm 	<ul style="list-style-type: none"> Driver's Lounge-7 = 86 pax
	<ul style="list-style-type: none"> Pantry-1 = 8.6 sqm 	<ul style="list-style-type: none"> Driver's Lounge-5 = 92pax Driver's Lounge-6 = 75 pax
	<ul style="list-style-type: none"> Pantry-4 = 10.9 sqm Pantry-5 = 9.0 sqm 	<ul style="list-style-type: none"> Driver's Lounge-1 = 40 pax Driver's Lounge-2 = 65 pax Driver's Lounge-3 = 66 pax Driver's Lounge-4 = 58 pax
	<ul style="list-style-type: none"> Pantry-6 = 10.4 sqm 	<ul style="list-style-type: none"> Driver's Lounge-8 = 60 pax Driver's Lounge-9 = 60 pax
Driver Lounges and Pantries (Basement Part-2 below Non-Tower Area)	<ul style="list-style-type: none"> Pantry-1 = 8.3 sqm 	<ul style="list-style-type: none"> Driver's Lounge-4 = 26 pax Driver's Lounge-5 = 20 pax Driver's Lounge-6 = 26 pax
	<ul style="list-style-type: none"> Pantry-2 = 12.4 sqm 	<ul style="list-style-type: none"> Driver's Lounge-7 = 36 pax Driver's Lounge-8 = 31 pax Driver's Lounge-9 = 36 pax Driver's Lounge-10 = 36 pax Driver's Lounge-11 = 26 pax
	<ul style="list-style-type: none"> Pantry-3 = 3.7 sqm 	<ul style="list-style-type: none"> 4 nos. Lounges
	<ul style="list-style-type: none"> Pantry-4 = 6.4 sqm 	<ul style="list-style-type: none"> Security Lounge-1 = 32 pax Security Lounge-2 = 32 pax Restroom-2 = 18 pax
	<ul style="list-style-type: none"> Pantry-5 = 8.2 sqm 	<ul style="list-style-type: none"> Security Lounge-1 Driver's Lounge-1 = 65 pax
	<ul style="list-style-type: none"> Pantry-6 = 15.6 sqm 	<ul style="list-style-type: none"> Driver's Lounge-2 = 76 pax Driver's Lounge-3 = 56 pax
	<ul style="list-style-type: none"> Pantry-7 = 8.8 sqm 	<ul style="list-style-type: none"> 2 nos. Lounges Security Lounge-5 = 30 pax Restroom (F)-4 = 18 pax
	<ul style="list-style-type: none"> Pantry-8 = 52.2 sqm 	
Old Existing Halls F&B Area	<ul style="list-style-type: none"> Kiosk 11A and 11B&C (behind Hall-11): 28 sqm (with 144 sqm common open seating space) and 42 sqm (with 230 sqm common open seating space) Kiosk-12 (behind Hall-12): 201.5 plot area 	

Note:

1. it is clarified that license fee obligation for the successful bidder shall commence in proportion corresponding to the handing over schedule of the notified locations in proportion to their respective areas as per area percentage details given at Annexure-V.
2. At the time of demolition of Kiosk-11A,B&C and K-12, if at all taken up, then, it may be

considered to consider 5% relaxation in the license fee for the remaining period in that particular contract year and till such time thereafter until an alternative arrangement is made.

4. Sub-clause No. 5.37(v): “Prohibition” of Clause No. 5: “Operation and Maintenance” may be read as under:

Existing Clause	Amended Clause
<p>The Licensee shall not put up or permit to be put up on any exterior part of the location or in upon the windows, doors or glass panels, any curtains, banners, placards, posters, signs or other advertisements whatsoever, of any products or brands not sold at locations, without the prior consent in writing of ITPO and at the request of ITPO or its agents, to remove any of such items inside the location to which ITPO may object and at the end of the license term to remove all such items put up by the Licensee at the location and make good all damage caused by their removal.</p>	<p>The Licensee shall not put up or permit to be put up on any exterior part of the location or in upon the windows, doors or glass panels, any curtains, banners, placards, posters, signs or other advertisements whatsoever, of any products or brands not sold at locations, without the prior consent in writing of ITPO and at the request of ITPO or its agents, to remove any of such items inside the location to which ITPO may object and at the end of the license term to remove all such items put up by the Licensee at the location and make good all damage caused by their removal.</p> <p>Permitted branding /advertisement sites shall be as per details given below:</p> <ol style="list-style-type: none"> <u>Horse-shoe outlets opposite Halls 2-5 and 6:</u> On the front ceiling projection (towards respective Hall) (sample image attached); on the external and internal side of the glass panels/doors of the outlets; on the internal side of the masonry walls of the outlets. <u>Mezzanine level outlets in Halls 1, 2 and 5:</u> On about 1m on 3 sides of the external side of the two entry doors; on the external and internal side of the glass doors of the outlets; internal side of the masonry walls of the outlets. <u>Lounges and pantries on Basement level:</u> On about 1m on 3 sides of the external side of the two entry doors; on the external and internal side of the glass doors of the outlets; internal side of the masonry walls of the outlets.

5. **Sub-clause 19.9 of Clause 19: “General”** as reiterated below may be read as ‘deleted’:

“Gambling, disco, dancing, karaoke, jam session, wedding functions, 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 cancellation / revocation of License. Marriage/ Reception of Barat, Engagement Ceremony, Mundan Ceremony etc. having religious connotations/ rituals will not be allowed/ permitted at the F&B outlets in Pragati Maidan during the term of the license/ contract. This list is indicative in nature and not exhaustive. Banquets/ Feasts relating to official/ business functions, conferences not having any religious connotations/ rituals may be however be permitted, subject to adherence of all other terms & conditions of the license agreement. For organizing all such activities, prior written approval from the licensor shall be mandatory and the licensor reserves full rights to accept or reject such requests without assigning any reason whatsoever.”

6. **2nd pre-bid meeting is scheduled on 23.2.2022 at 11.00 a.m. through video conferencing. The VC link to attend the meeting is given below:**

<https://us06web.zoom.us/j/85322091678?pwd=V3VBcUk1ZmtTeVMrdTgwWWZyMG1CUT09>

Meeting ID: 853 2209 1678

Passcode: 2322022

**Sd/-
General Manger
F&B Division**

Annexure-V

Location-wise area percentage for license fee obligation commencement calculation

Location Details	Location	Area (Sqm)	Area(%)
Mezzanine-level (non-tower area)	Hall 1	860	13.1
Mezzanine-level (non-tower area)	Service Corridor for Hall 1	176	2.7
Mezzanine-level (non-tower area)	Hall 2	571	8.7
Mezzanine-level (non-tower area)	Hall 3	860	13.1
Mezzanine-level (non-tower area)	Common Service corridor at Mezzanine level of Hall 2-5	670	10.2
Trapezium (horse-shoe shape) on Ground level	Four units in front of Hall 2-5, with each unit having two outlets of 126 sqm each & 100 sqm of common seating area	1408	21.4
Trapezium (horse-shoe shape) on Ground level	One unit in front of Hall 6, with two outlets of 414 sqm and 178 sqm of common seating area	1060	16.1
Service Block-1 (behind Hall-5)	Staff/workers cafeteria	112	1.7
Service Block-1 (behind Hall-5)	kitchen	34.5	0.5
Driver Lounges and Pantries (Basement Part-1 below Hall 1-5)	6 Pantries	56.1	0.9
Driver Lounges and Pantries (Basement Part-1 below Hall 1-5)	8 Pantries	115.6	1.8
Kiosk 11A and 11B&C	(behind Hall-11): 28 sqm (with 144 sqm common open seating space) and 42 sqm (with 230 sqm common open seating space)	444	6.8
Kiosk-12 (behind Hall-12)		201.5	3.1
	Total	6568.70	100.0

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India Trade Promotion Organisation
(F&B Division)**

**21st February 2022
Pragati Maidan, New Delhi**

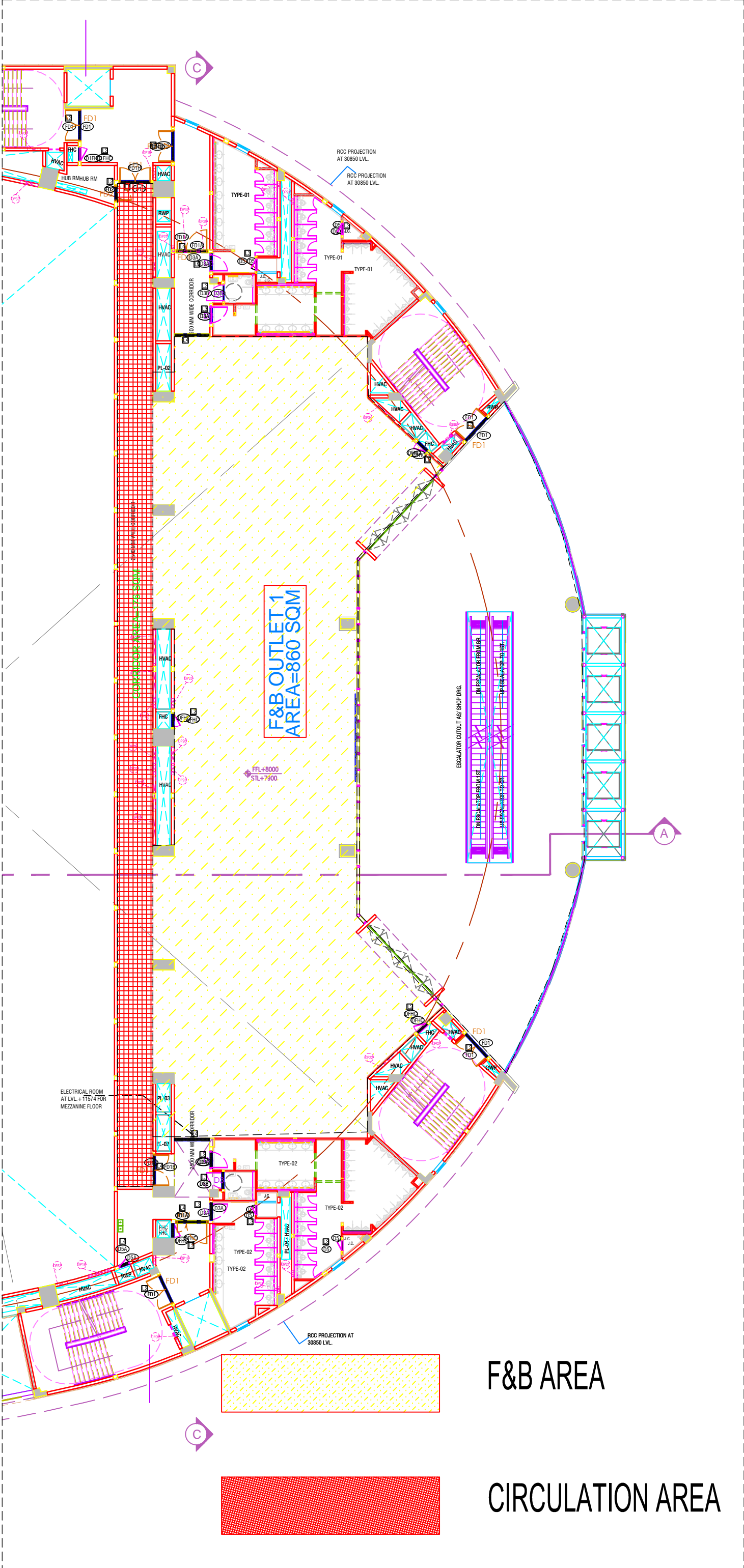
ADDENDUM-I

Tender Ref. No. ITPO/F&B/Exh. Cmplx./2021 dated 31.12.2021.

1. Sub-clause No. 1.5 of Clause No.1 “Introduction and Background” may be read as: -

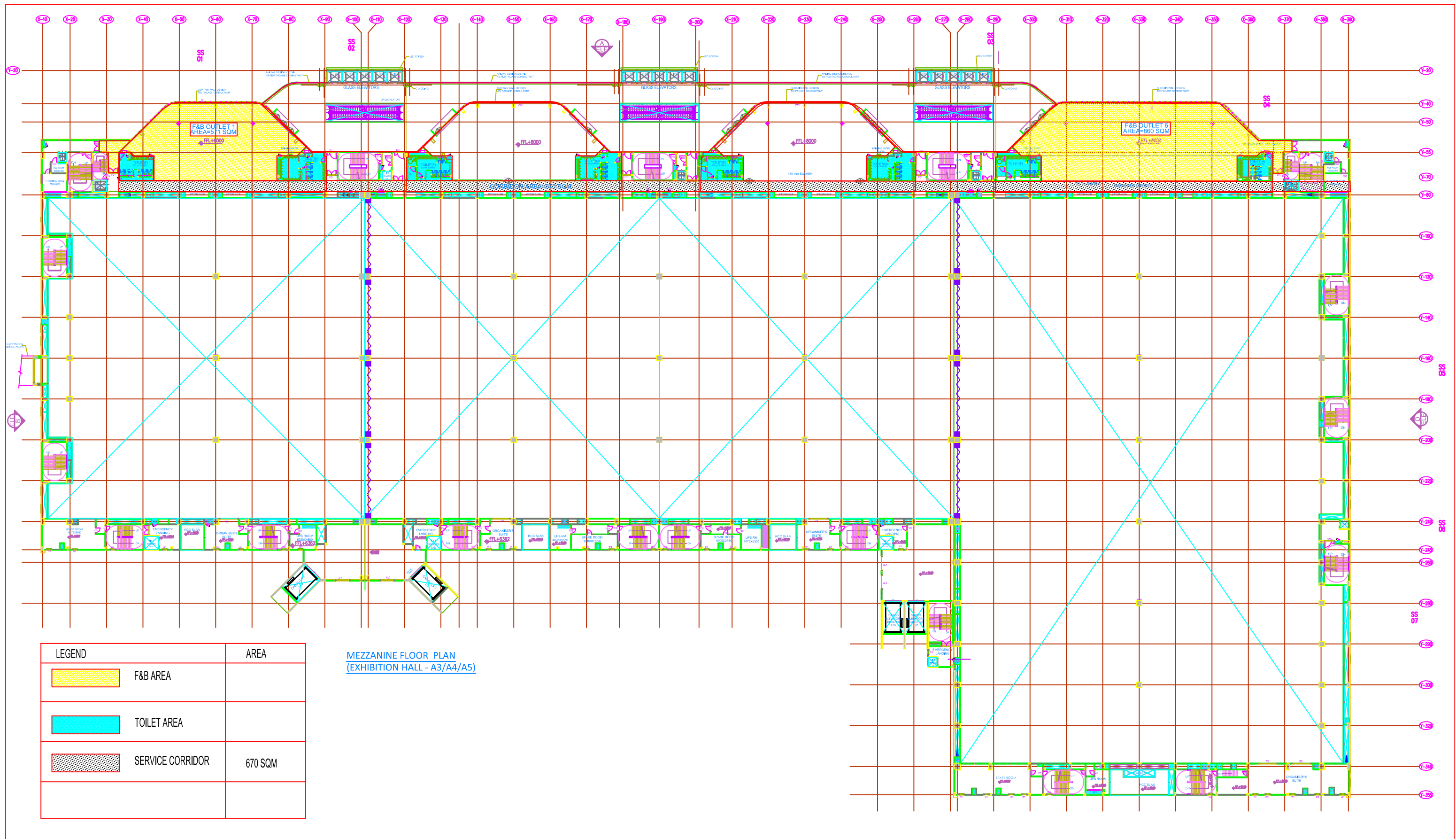
“The layout drawings of the locations proposed to be licensed” may be referred at Annexure-VI.

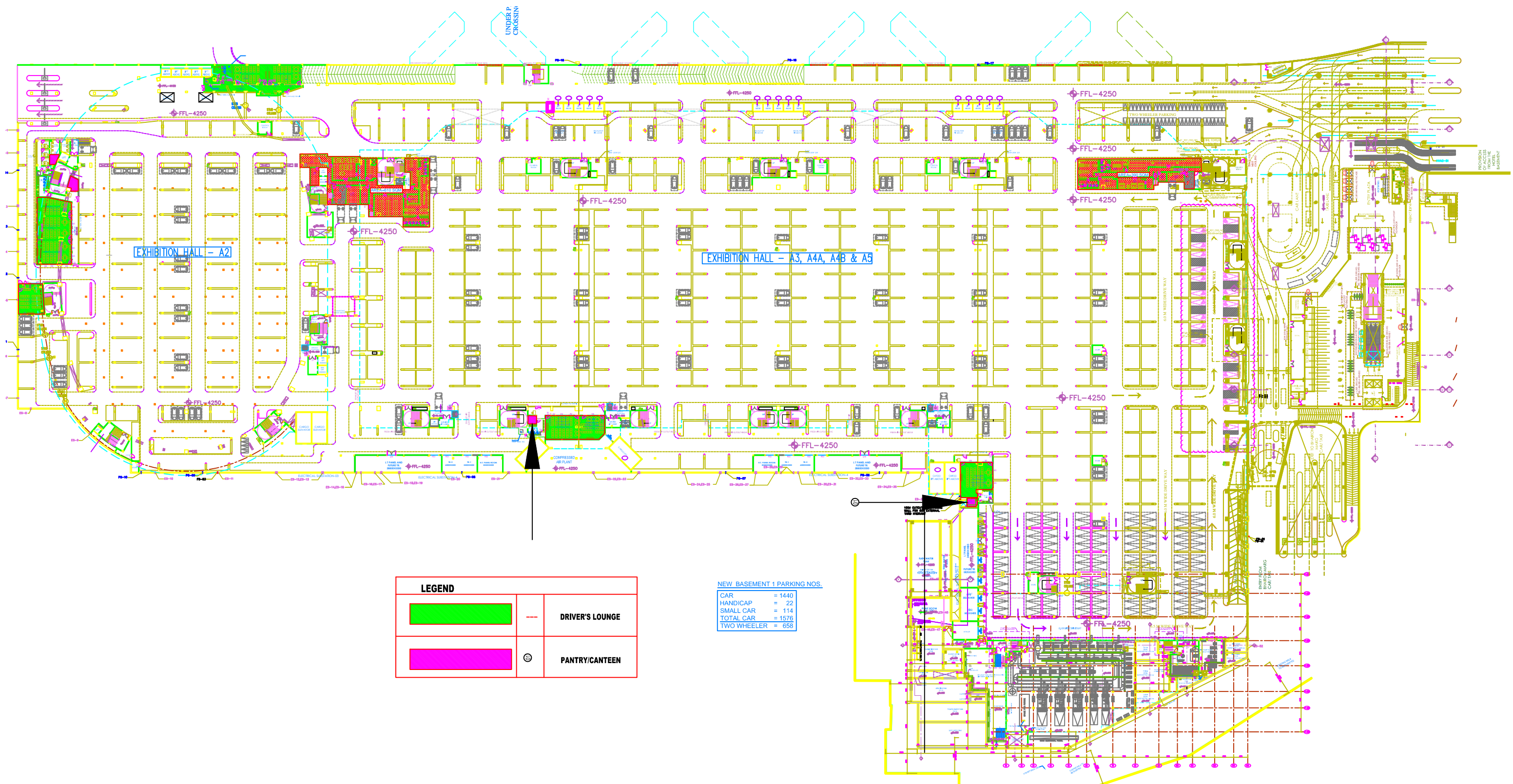
**Sd/-
General Manger
F&B Division**

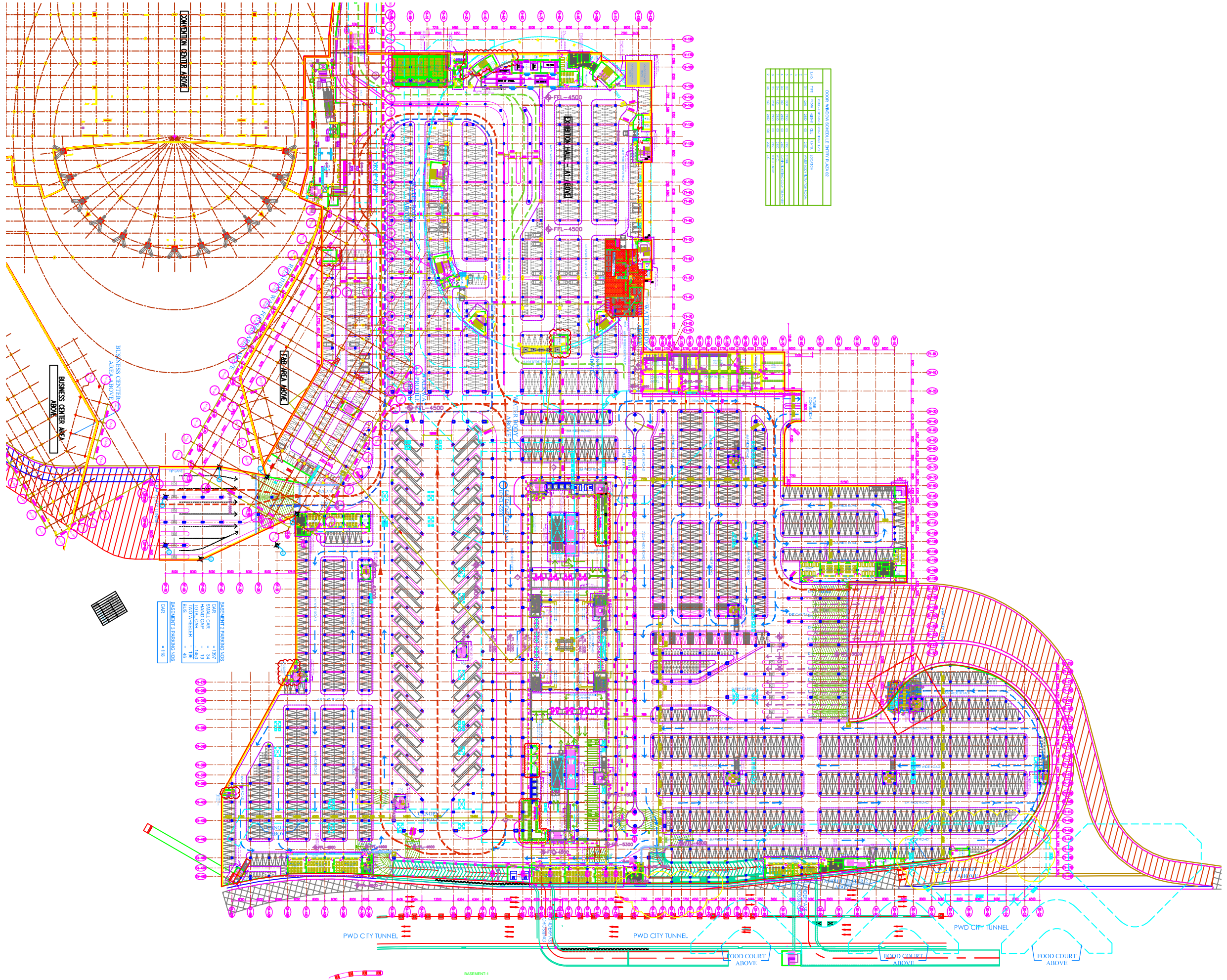


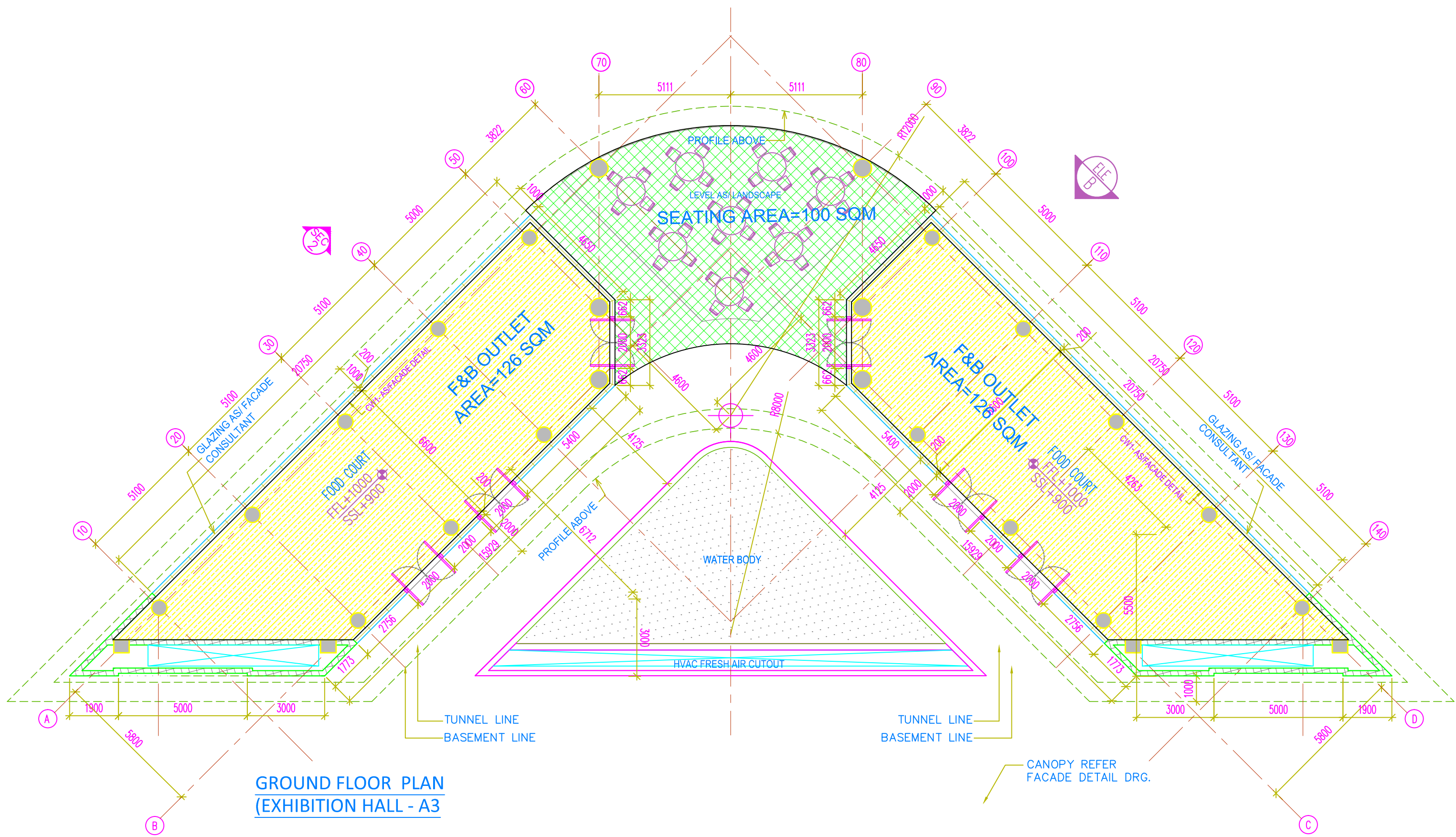
F&B AREA

CIRCULATION AREA

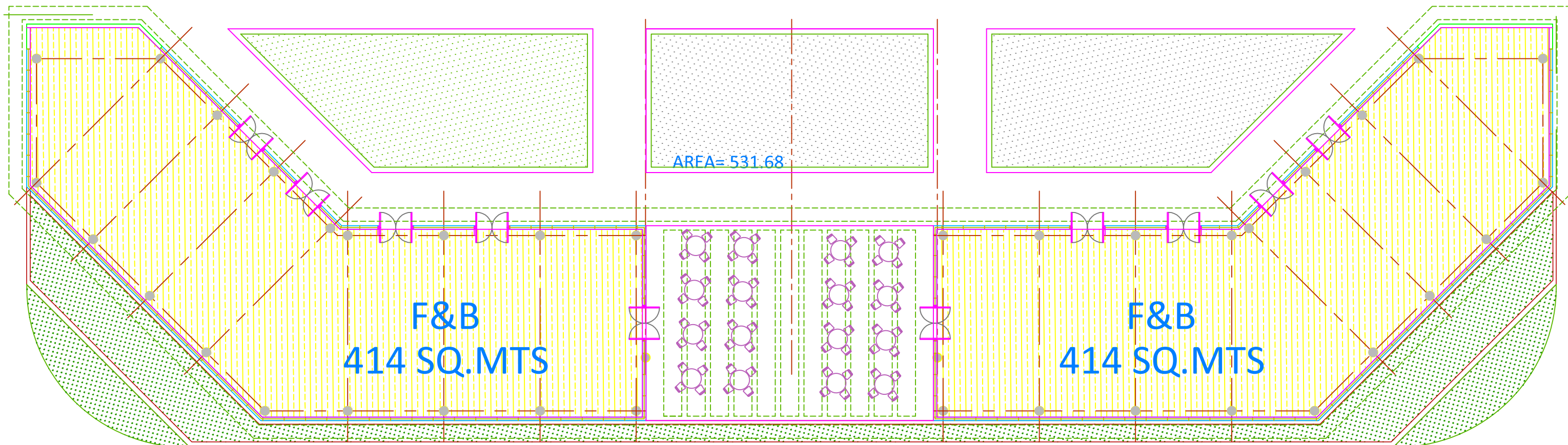






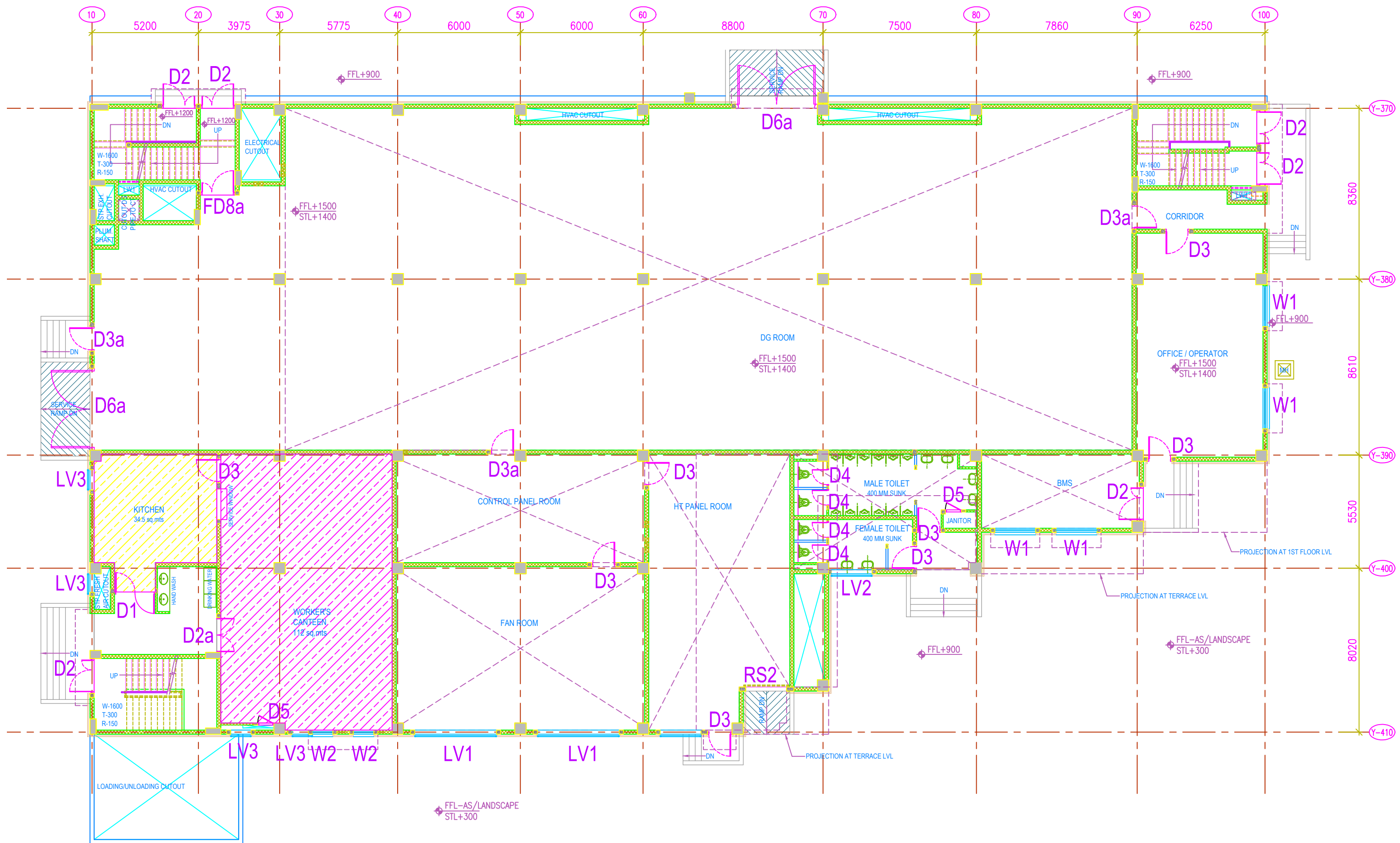


GROUND FLOOR PLAN
(EXHIBITION HALL - A3)

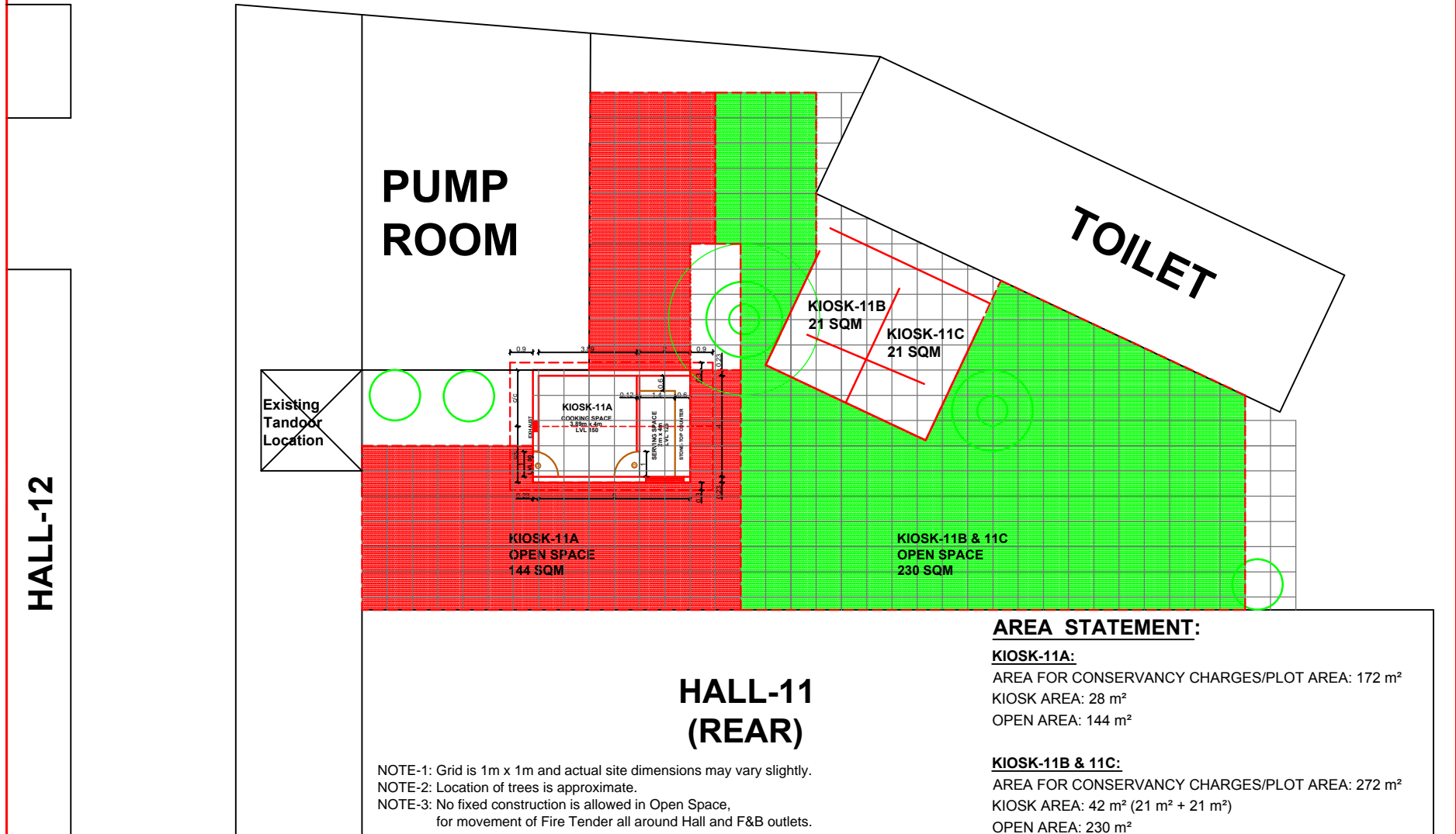


7.5 M WIDE DRIVEWAY

FFL-AS/LANDSCAPE
STL+300



ROAD FROM METRO



F&B KIOSK-11
BEHIND HALL NO. 11,
PRAGATI MAIDAN, NEW DELHI

DATE: 20.09.2019	SCALE: FIT TO PAPER	DRAWING NO: DEV/F&B/2019	NORTH:
NOTE :-			
THIS DRG. IS THE PROPERTY OF ITPO, IT SHALL BE USED ONLY FOR THE PURPOSE FOR WHICH IT HAS BEEN ISSUED BY THE ARCHITECTURE DEPARTMENT AMMENDMENTS IF ANY REQUIRED IN THE LAYOUT PLAN SHALL BE GOT APPROVED FROM ARCH.DIVISION.			

V.NO.	REVISION	DATE
SAURABH SHARMA DY. MANAGER (ARCH.)		BRIJ LAL DY. GEN. MANAGER (ARCH.)

INDIA TRADE PROMOTION ORGANISATION

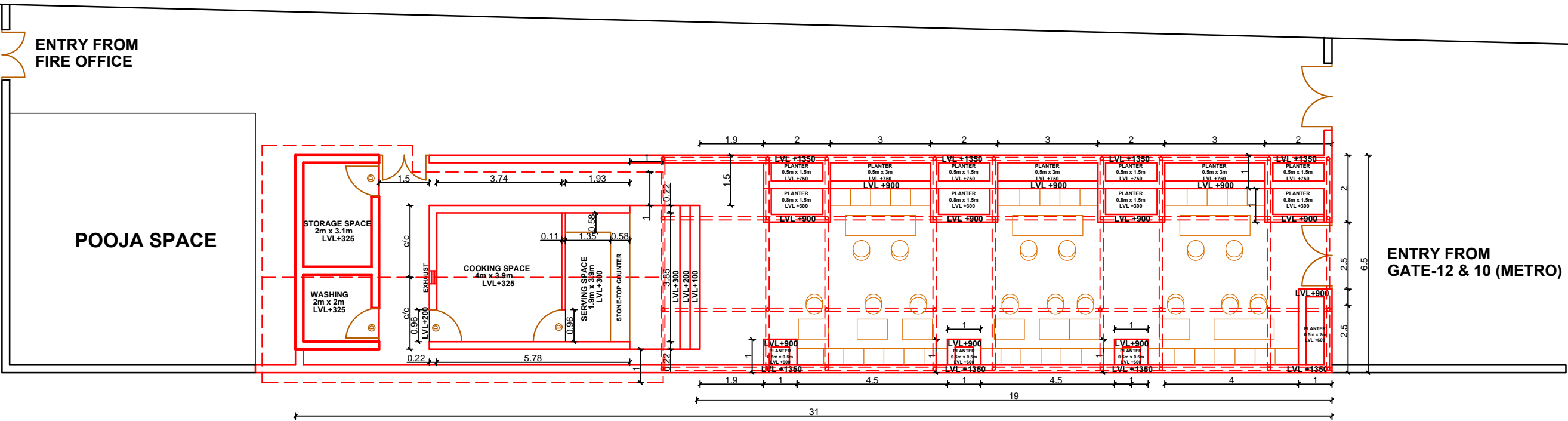
ARCHITECTURE DIVISION

I T P O

PRAGATI MAIDAN, N. DELHI.

SERVICE ROAD FROM GATE-10 (METRO)

ELECTRIC SUBSTATION



HALL 12-12A REAR LOADING/UNLOADING SPACE

AREA STATEMENT:

PLOT AREA: 201.5 m² (31m X 6.5m)
KIOSK AREA: 23 m² (15.6 m² COOKING + 7.4 m² SERVING)
SERVICE AREA: 10.2 m² (6.2 m² STORAGE + 4 m² WASHING)
SEATING AREA: 123.5 m² (WITH PLANTERS) (19m x 6.5m)

HALL-12 (REAR)

F&B KIOSK-12
BEHIND HALL NO. 12,
PRAGATI MAIDAN, NEW DELHI

DATE: 20.09.2019	SCALE: FIT TO PAPER	DRAWING NO: DEV/F&B/2019	NORTH:
NOTE :- THIS DRG. IS THE PROPERTY OF ITPO, IT SHALL BE USED ONLY FOR THE PURPOSE FOR WHICH IT HAS BEEN ISSUED BY THE ARCHITECTURE DEPARTMENT.AMMENDMENTS IF ANY REQUIRED IN THE LAYOUT PLAN SHALL BE GOT APPROVED FROM ARCH.DIVISION.			



INDIA TRADE PROMOTION ORGANISATION

ARCHITECTURE DIVISION

I T P O

PRAGATI MAIDAN, N. DELHI.