

INDIA TRADE PROMOTION ORGANISATION

Date: 9.10.2024

No. 145-ITPO(54)/BDD/2024

Name of Work: - Selection of Catering Service Provider for Convention Centre at Bharat Mandapam, New Delhi

Corrigendum – 2

It is informed that due to Administrative Reasons, the following changes have been made in the tender ref. No. 2024_ITPO_825016_1 dated 6.9.2024

Sr. No.	Category	Existing Clause	Amended Clause
1	Clause 5.1 Point 2(b)	minimum average annual financial turnover exceeding Rs. 125 Crores, exclusively from food and beverage operations, for at least three of the last five financial years. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23	Minimum average annual financial turnover exceeding Rs. 100 Crores, exclusively from food and beverage operations, for at least three of the last five financial years. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23
2	5.1 Qualification Requirements Point 6 b)	Experience in managing catering services for an exhibition center with a floor area exceeding 20,000 square meters OR A minimum of two years' experience managing banquet operations within a 5-star accredited hotel	A minimum of two years' experience in managing catering services for an exhibition center with a floor area exceeding 20,000 square meters OR A minimum of two years' experience managing banquet operations within a 5-star accredited hotel

3	5.1 Qualification Requirements Point 5 b	b. Bidders must have valid HACCP certificate and other related credentials for food and beverage operation.	Clause Deleted.
4	6.6 Scope of Work	The Catering Service Provider shall commence the F&B service operations within 7 days of the effective date. The Catering Service Provider shall present a ramp-up plan for manpower deployment to ITPO.	The Catering Service Provider shall commence the F&B service operations within 21 days of the effective date. The Catering Service Provider shall present a ramp-up plan for manpower deployment to ITPO.
5	6.3 Scope of work AND 9.12.3 Draft agreement scope of work	The Catering Service Provider shall have exclusive rights for catering within the Convention Centre of Bharat Mandapam. However, ITPO reserves the right for waiver up to 10 events per year, where outside vendor may be allowed.	The Catering Service Provider shall be granted exclusive rights to provide catering services within the Bharat Mandapam Convention Centre. Any events taking place in Hall 14 that are part of the main event at the Convention Center will be catered exclusively by the successful bidder herein referred to as the Catering Service Provider However, ITPO reserves the right for grant waivers for up to twenty (20) events per annum, during which outside vendors may be permitted to provide catering services at the sole discretion of ITPO. In the event of any ambiguity or clarification regarding the classification of an event as a "main event" at the Convention Centre, which may affect the exclusive rights granted to the Catering Service Provider, the interpretation and decision of ITPO shall be deemed final and binding on all parties involved.
6	9.15.1 Clarification on Scope of work	Service Provider shall be responsible to arrange the additional manpower and consumables required for the services related to Area during the events. The cost	Service Provider shall be responsible to arrange the additional manpower and consumables required for the F&B services during the events as per the scope of work.

	between Service Provider and EPC Contractor	of such activities is separately provided to The Catering Service Provider as per approved rates under the Price Bid submitted by The Catering Service Provider.	
7	Clause 9.15.3 Clarification on Scope of work between Service Provider and EPC Contractor	If the Buildings, Capital Assets, F&B Facilities or any other facility, area, or equipment provided by ITPO to the Service Provide for performance of the Services is destroyed, lost, or damaged in any manner due to negligence on part of The Catering Service Provider or any of its employees, Subcontractors, associates or representatives, The Catering Service Provider shall report such damage or incident to ITPO immediately. The EPC Contractor appointed by ITPO shall repair, replace or restore the damage or defect. Cost of such repair, replacement, restoration of destroyed, lost or damaged material, goods, machinery, equipment, capital components and spares etc. shall be recovered from The Catering Service Provider by ITPO. ITPOs decision on this cost of recovery shall be final and binding.	If any buildings, capital assets, F&B facilities, or other areas, equipment, or facilities provided by ITPO to the Service Provider are destroyed, lost, or damaged in any way due to negligence and/or mishandling by the Catering Service Provider or its employees, subcontractors, associates, or representatives, the Catering Service Provider must report the incident to ITPO immediately. The EPC Contractor appointed by ITPO will be responsible for repairing, replacing, or restoring the damage or defect. The costs associated with such repairs, replacements, or restorations of any destroyed, lost, or damaged materials, goods, machinery, equipment, capital components, and spare parts will be charged to the Catering Service Provider by ITPO. ITPO's decision regarding the cost of recovery will be final and binding.
8	9.11.3 Performance Security	The Catering Service Providers can submit the Performance Security separately such that the aggregate quantum of the securities provided by both Service Providers is as per Clause 9.11.1 above.	Clause Deleted.

9	<p>Clause 9.15.4</p> <p>Clarification on Scope of work between Service Provider and EPC Contractor</p>	<p>The Catering Service Provider shall provide adequate service standards and to ensure that the Buildings and F&B Facilities are transferred to ITPO in a good condition except for the normal wear and tear having regard to their life, the period of use, in accordance with the terms of this Agreement.</p>	<p>The Catering Service Provider shall provide adequate service standards and to ensure that the F&B Facilities are transferred to ITPO in a good condition except for the normal wear and tear having regard to their life, the period of use, in accordance with the terms of this Agreement.</p>
10	<p>9.22.1</p> <p>Assignment and Subcontracting</p>	<p>The Catering Service Provider shall not assign or transfer any of its rights and/or obligations under this Agreement to any third party, except as follows: Catering Service Provider may engage a subsidiary company in which it owns more than 76% equity, and that has been operations for at least 3 years to perform its operations. However, the Catering Service Provider shall remain solely responsible for all obligations, liabilities, penalties, and quality standards under this Agreement, regardless of whether such obligations are performed by the Catering Service Provider or its affiliate.</p>	<p>The Catering Service Provider shall not assign or transfer any of its rights and/or obligations under this Agreement to any third party, except in the following circumstance: The Catering Service Provider may engage a subsidiary company in which it holds not less than 51% equity. The company should be a subsidiary of the bidder, and operational from at least three (03) years as on 31st March 2024 to carry out its operations. Nonetheless, the Catering Service Provider will remain fully responsible for all obligations, liabilities, penalties, and quality standards under this Agreement, regardless of whether these obligations are fulfilled by the Catering Service Provider or its subsidiary.</p>

11	Chapter 8: Payment Schedule	<p>8.1 The minimum guarantee per year shall be Rs 4 crore (excluding applicable taxes) payable in half yearly instalments (Rs 2 crore per six months) in advance.</p> <p>8.2 The Catering Service Provider shall pay the first instalment to ITPO within 15 days of issuance of LOA.</p> <p>8.3 The Catering Service Provider shall pay the difference between the minimum guaranteed revenue and the actual revenue share from operations at the end of each six-month period. The payment shall be calculated based on the higher of the two amounts.</p> <p>For example:</p> <ul style="list-style-type: none"> • Revenue from operations percentage quoted by successful bidder: 20% • Revenue from operations 1 October 2024 to 31 March 2025: Rs 20 crore • Amount payable by 25th September 2024 : Rs 2.0 crore • Revenue from operations (of successful bidder): Rs. 30 crores • 20% revenue share : Rs 6.0 crore • Amount payable by end of six months i.e. 31 March 2025: Rs. 6.0 crore – Rs. 2.0 crore = Rs. 4.0 crore 	<p>Revised Billing and Invoicing Process</p> <p>Chapter 8: Payment Schedule</p> <p>Billing and Invoicing Process</p> <p>8.1 The Service Provider shall raise invoices directly to the customer/third-party organizer, providing one copy of each invoice for each event and a monthly summary of invoices to ITPO.</p> <p>8.2 The minimum guarantee per year shall be Rs 4 crore (excluding applicable taxes), payable in half-yearly instalments of Rs 2 crore each, in advance.</p> <p>8.3 The Catering Service Provider shall pay the first instalment of the minimum guarantee to ITPO within 15 days of the issuance of the LOA.</p> <p>8.4 The Catering Service Provider shall pay the difference between the minimum guaranteed revenue and the actual revenue share from operations at the end of each six-month period. The payment shall be calculated based on whichever amount is higher.</p> <p>8.5 The first half-year period shall commence from the date of signing of the agreement between the Successful Bidder and ITPO. In the interest of operational and/or accounting efficiency, the periodicity of 6 months may be mutually decided between ITPO and the successful bidder, subject to fair adjustment for the intervening period.</p> <p>8.6 At the end of each half-year period, the difference between the minimum guarantee and the actual revenue share from operations (i.e., based on the revenue share quoted by the Successful Bidder),</p>
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		<p>Notes: <i>The example percentage is for reference purposes. The final revenue share percentage will be calculated according to the financial proposal of the awarded bidder."</i> <i>The minimum guaranteed revenue shall be Rs 4 Crore annually, to be paid in advance every six months.</i> <i>Revenue from operations shall include all the revenue generated by the successful bidder from catering as well as extra services.</i> <i>All payments shall be made in Indian Currency only</i> <i>Tax implications, if any, shall be borne by the catering service provider.</i> Payments and Reconciliation 8.4 Invoicing</p> <p>8.4.1. The catering service provider shall provide the details of each event including order form, menu, extra services, and consumption signed off by the end user in prescribed formats.</p> <p>8.4.2. The catering service provider shall submit event wise invoice to ITPO</p>	<p>whichever is higher, shall be paid by the Successful Bidder along with the advance for the next six months.</p> <p>Example of Payment Schedule:</p> <p>Case 1: Higher Actual Revenue Share</p> <ul style="list-style-type: none"> • First Half Year: <ul style="list-style-type: none"> ○ Date of issuance of LOA: 1 November 2024 ○ Minimum Guarantee amount of Rs 2 crore to be paid in advance for the first six months of the agreement within 15 days of issuance of the LOA, i.e., by 15 November (for the November to April period) ○ Revenue from operations percentage quoted by the successful bidder: 25% (assumed) ○ Actual Revenue from Convention Centre catering services for 1 November to 30 April: Rs 20 crore (assumed) ○ Quoted revenue share of 25%: Rs 5 crore ○ Amount payable to ITPO by 30 May: Rs 5 crore – Rs 2 crore = Rs 3 crore • Second Half Year: <ul style="list-style-type: none"> ○ Minimum guarantee of Rs 2 crore for the next half-year (1 May to 31 October) shall be paid in advance on or before 30 May.
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		<p>along with details and supporting documents of each event in prescribed format.</p> <p>Billing Example</p> <p>Scenario:</p> <ul style="list-style-type: none"> • Total Invoice Amount: ₹100,000 • ITPO Revenue Share: X% <p>Steps:</p> <ol style="list-style-type: none"> 1. Catering Service Provider generates a bill of amount ₹100,000 2. ITPO receives the bill of ₹100,000 and forwards the bill to the client. 3. The client pays the full amount of ₹100,000 to ITPO. 4. ITPO remits the received amount to the Catering Service Provider <p>Summary:</p> <ul style="list-style-type: none"> • ITPO shall invoice the exact amount to the third party. • ITPO shall not deduct any amount from the invoiced amount • The catering service provider shall pay the revenue share in advance, every six months. The Catering Service Provider shall pay the difference between the minimum 	<ul style="list-style-type: none"> ○ Actual Revenue for the period 1 May to 31 October: Rs 12 crore (assumed) ○ Quoted revenue share of 25%: Rs 3 crore ○ Additional amount to be paid by 30 November: Rs 3 crore – Rs 2 crore = Rs 1 crore <p>Full Year Payment:</p> <ul style="list-style-type: none"> ○ Actual revenue for the year: 20 crore + 12 crore= 32 crores ○ Total revenue share for the year: 25% of Rs 32 crore = Rs 8 crore ○ Minimum guarantee to be paid: Rs 4 crore (two half-yearly instalments of Rs 2 crore each) ○ Additional amount to be paid by the Successful Bidder to ITPO as 25% of the quoted revenue share for the year: Rs 4 crore <p><u>Total amount paid by the Successful Bidder:</u></p> <ul style="list-style-type: none"> ○ First half-year (November to April): Rs 5 crore ○ Second half-year (May to October): Rs 2 crore ○ Total paid: Rs 7 crore ○ Actual amount payable (Minimum guarantee + quoted revenue share): Rs 8 crore
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		<p>guaranteed revenue and the actual revenue share from operations at the end of each six-month period</p> <ul style="list-style-type: none"> • <i>Tax implications, if any, shall be borne by the catering service provider.</i> <p>8.5 Payment Verification and Release</p> <p>8.5.1 ITPO shall review and verify invoices. Payment will be released upon verification of the invoice and supporting documents.</p> <p>8.5.2 For third-party events, payment will be released after receipt of full payment from the third-party organizer.</p> <p>8.6 Deductions and Penalties</p> <p>8.6.1 Non-compliance or under-declaration of revenue will result in penalties amounting to 200% of the under-declared amount and may lead to contract termination and legal action.</p> <p>8.7 Tax Deductions</p> <p>8.7.1 All payments shall be subject to tax deductions at source (TDS) as applicable under the relevant laws.</p> <p>8.8 GST Declaration</p> <p>8.8.1 The Service Provider shall separately mention Goods and</p>	<ul style="list-style-type: none"> • Additional 1 crore to be paid by the successful bidder at the end of first year, within 15 days of the raising of Invoice for revenue share by ITPO. <p>Case 2: Lower Actual Revenue Share</p> <ul style="list-style-type: none"> • First Half Year: <ul style="list-style-type: none"> ○ Same initial terms as Case 1 (LOA issued, Rs 2 crore paid in advance) ○ Actual Revenue: Rs 20 crore (assumed) ○ Quoted revenue share of 25%: Rs 5 crore ○ Amount payable by 30 May: Rs 5 crore – Rs 2 crore = Rs 3 crore • Second Half Year: <ul style="list-style-type: none"> ○ Minimum guarantee (to be paid advance, within by 30 May, or within 30 days of starting of the second half year): Rs 2 crore ○ Actual Revenue for the period 1 May to 31 October: Rs 4 crore (assumed) ○ Quoted revenue share of 25%: Rs 1 crore ○ Since Rs 2 crore was paid in advance, no additional dues for the second half-year. <p>Full Year Payment:</p> <ul style="list-style-type: none"> ○ Actual Revenue for the year: 20 crore + 4 crore= 24 Crore
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		<p>Services Tax (GST) on all invoices submitted to ITPO.</p>	<p>Total revenue share for the year: 25% of Rs 24 crore = Rs 6 crore</p> <ul style="list-style-type: none"> ○ Minimum guarantee to be paid: Rs 4 crore (two half-yearly instalments of Rs 2 crore each) ○ Additional amount to be paid by the Successful Bidder to ITPO as 25% of the quoted revenue share for the year: Rs 2 crore <p><u>Total amount paid by the Successful Bidder:</u></p> <ul style="list-style-type: none"> ○ First half-year (November to April): Rs 5 crore ○ Second half-year (May to October): Rs 2 crore ○ Total paid: Rs 7 crore ○ Actual amount payable (Minimum guarantee + quoted revenue share): Rs 6 crore ○ Excess payment of Rs 1 crore to be adjusted towards the next half-year. <p>8.7 The Catering Service Provider shall set up an e-invoicing system with checks and balances. All invoicing related to this contract will be done through the electronic system. ITPO shall be granted access to this system/information for audit and monitoring purposes.</p> <p>8.8 Non-compliance or under-declaration of revenue will result in penalties amounting to 200% of the under-declared amount and may lead to contract termination and appropriate legal action.</p>
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			<p>8.9 The Catering Service Provider must submit CA-certified revenue reports on a half-yearly basis (at the end of each half-year period). Refer to point 8.6 for more clarity.</p> <p>8.10 Tax implications, if any, shall be borne by the Catering Service Provider.</p> <p>8.11 No interest shall be payable on the minimum guaranteed amount by ITPO to the successful bidder.</p> <p>8.12 The Service Provider shall obtain additional GST registration for its operations at Bharat Mandapam. A copy of the monthly GSTR-1 and GSTR-3B, along with supporting invoices raised to event organizers, shall be submitted to ITPO for reconciliation purposes.</p> <p>8.13 The above documents, along with the CA certificate, shall be submitted to ITPO within 15 days of the end of the related six-month period.</p> <p>8.14 ITPO shall raise the invoice for revenue share after reconciliation and checking of the above documents.</p> <p>8.15 The successful bidder shall remit all payments due to ITPO within the specified deadlines. Failure to comply with these payment terms will result in the imposition of a nine (9%) percent per annum interest rate, compounded annually.</p> <p>The due dates are as follows:</p> <p>(a) Minimum guarantee: Within first thirty (30) days of the next six-month cycle.</p> <p>(b) All other invoices: Within fifteen (15) days of invoice issuance</p>
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			8.16 In case the actual revenue percentage share is less than the minimum guarantee per year, there shall be no refund of the minimum guarantee.
12	9.16 Services Detail and Billing Model	<p>9.16.1 The minimum guarantee per year shall be Rs 4 crore (excluding applicable taxes) payable in half yearly instalments (Rs 2 crore per six months) in advance.</p> <p>9.16.2 The Catering Service Provider shall pay the first instalment to ITPO within 15 days of issuance of LOA.</p> <p>9.16.3 The Catering Service Provider shall pay the difference between the minimum guaranteed revenue and the actual revenue share from operations at the end of each six-month period. The payment shall be calculated based on the higher of the two amounts.</p> <p style="text-align: center;">Services Detail and Billing Model</p> <p>For example:</p> <ul style="list-style-type: none"> Revenue from operations percentage quoted by successful bidder: 20% 	<p>Revised Billing Model</p> <p>9.16.1 The Service Provider shall raise invoices directly to the customer/third-party organizer, providing one copy of each invoice for each event and a monthly summary of invoices to ITPO.</p> <p>9.16.2 The minimum guarantee per year shall be Rs 4 crore (excluding applicable taxes), payable in half-yearly instalments of Rs 2 crore each, in advance.</p> <p>9.16.3 The Catering Service Provider shall pay the first instalment of the minimum guarantee to ITPO within 15 days of the issuance of the LOA.</p> <p>9.16.4 The Catering Service Provider shall pay the difference between the minimum guaranteed revenue and the actual revenue share from operations at the end of each six-month period. The payment shall be calculated based on whichever amount is higher.</p> <p>9.16.5 The first half-year period shall commence from the date of signing of the agreement between the Successful Bidder and ITPO. In the interest of operational and/or accounting efficiency, the</p>

		<ul style="list-style-type: none"> • Revenue from operations 1 October 2024 to 31 March 2025: Rs 20 crore • Amount payable by 25th September 2024 : Rs 2.0 crore • Revenue from operations (of successful bidder): Rs. 30 crores • 20% revenue share : Rs 6.0 crore <p>Request for Proposal – Selection of Service Provider for F&B Service Operations at Bharat Mandapam, New Delhi</p> <p>58 Page</p> <ul style="list-style-type: none"> • Amount payable by end of six months i.e. 31 March 2025: Rs. 6.0 crore – Rs. 2.0 crore = Rs. 4.0 crore <p>Notes:</p> <ul style="list-style-type: none"> • <i>The example percentage is for reference purposes. The final revenue share percentage will be calculated according to the financial proposal of the awarded bidder.</i> • <i>The minimum guaranteed revenue shall be Rs 4 Crore annually, to be paid in advance every six months.</i> • <i>Revenue from operations shall include all the revenue generated by the</i> 	<p>periodicity of 6 months may be mutually decided between ITPO and the successful bidder, subject to fair adjustment for the intervening period.</p> <p>9.16.6 At the end of each half-year period, the difference between the minimum guarantee and the actual revenue from operations (based on the revenue share quoted by the Successful Bidder), whichever is higher, shall be paid by the Successful Bidder along with the advance for the next six months.</p> <p>Example of Payment Schedule:</p> <p>Case 1: Higher Actual Revenue Share</p> <ul style="list-style-type: none"> • First Half Year: <ul style="list-style-type: none"> ○ Date of issuance of LOA: 1 November 2024 ○ Minimum Guarantee amount of Rs 2 crore to be paid in advance for the first six months of the agreement within 15 days of issuance of the LOA, i.e., by 15 November (for the November to April period) ○ Revenue from operations percentage quoted by the successful bidder: 25% (assumed) ○ Actual Revenue from Convention Centre catering services for 1 November to 30 April: Rs 20 crore (assumed) ○ Quoted revenue share of 25%: Rs 5 crore ○ Amount payable to ITPO by 30 May: Rs 5 crore – Rs 2 crore = Rs 3 crore
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		<p><i>successful bidder from catering as well as extra services.</i></p> <ul style="list-style-type: none"> • <i>All payments shall be made in Indian Currency only.</i> • <i>Tax implications, if any, shall be borne by the catering service provider.</i> <p style="text-align: center;">Payments and Reconciliation Payments and Reconciliation</p> <p>Invoicing</p> <p>9.16.4 The catering service provider shall provide the details of each event including order form, menu, extra services, and consumption signed off by the end user in prescribed formats.</p> <p>9.16.5 The catering service provider shall submit event wise invoice to ITPO along with details and supporting documents of each event in prescribed format.</p> <p>Billing Example Scenario:</p> <ul style="list-style-type: none"> • Total Invoice Amount: ₹100,000 • ITPO Revenue Share: X% <p>Steps:</p>	<ul style="list-style-type: none"> • Second Half Year: <ul style="list-style-type: none"> ○ Minimum guarantee of Rs 2 crore for the next half-year (1 May to 31 October) shall be paid in advance on or before 30 May. ○ Actual Revenue for the period 1 May to 31 October: Rs 12 crore (assumed) ○ Quoted revenue share of 25%: Rs 3 crore ○ Additional amount to be paid by 30 November: Rs 3 crore – Rs 2 crore = Rs 1 crore <p>Full Year Payment:</p> <ul style="list-style-type: none"> ○ Actual revenue for the year: 20 crore + 12 crore= 32 crore ○ Total revenue share for the year: 25% of Rs 32 crore = Rs 8 crore ○ Minimum guarantee to be paid: Rs 4 crore (two half-yearly instalments of Rs 2 crore each) ○ Additional amount to be paid by the Successful Bidder to ITPO as 25% of the quoted revenue share for the year: Rs 4 crore <p><u>Total amount paid by the Successful Bidder:</u></p> <ul style="list-style-type: none"> ○ First half-year (November to April): Rs 5 crore ○ Second half-year (May to October): Rs 2 crore
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		<p>9.16.6 ITPO shall review and verify invoices. Payment will be released upon verification of the invoice and supporting documents.</p> <p>9.16.7 For third-party events, payment will be released after receipt of full payment from the third-party organizer.</p> <p>9.16.8 Non-compliance or under-declaration of revenue will result in penalties amounting to 200% of the under-declared amount and may lead to contract termination and legal action.</p> <p>9.16.9 All payments shall be subject to tax deductions at source (TDS) as applicable under the relevant laws.</p> <p>9.16.10 The Service Provider shall separately mention Goods and Services Tax (GST) on all invoices submitted to ITPO.</p>	<p>Full Year Payment:</p> <ul style="list-style-type: none"> ○ Actual Revenue for the year: 20 crore + 4 crore= 24 Crore Total revenue share for the year: 25% of Rs 24 crore = Rs 6 crore ○ Minimum guarantee to be paid: Rs 4 crore (two half-yearly instalments of Rs 2 crore each) ○ Additional amount to be paid by the Successful Bidder to ITPO as 25% of the quoted revenue share for the year: Rs 2 crore <p><u>Total amount paid by the Successful Bidder:</u></p> <ul style="list-style-type: none"> ○ First half-year (November to April): Rs 5 crore ○ Second half-year (May to October): Rs 2 crore ○ Total paid: Rs 7 crore ○ Actual amount payable (Minimum guarantee + quoted revenue share): Rs 6 crore <p>Excess payment of Rs 1 crore to be adjusted towards the next half-year. Tuesday, October 8, 2024</p> <p>9.16.7 The Catering Service Provider shall set up an e-invoicing system with checks and balances. All invoicing related to this contract will be done through the electronic system. ITPO shall be granted access to this system/information for audit and monitoring purposes.</p>
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			<p>9.16.8 Non-compliance or under-declaration of revenue will result in penalties amounting to 200% of the under-declared amount and may lead to contract termination and appropriate legal action.</p> <p>9.16.9 The Catering Service Provider must submit CA-certified revenue reports on a half-yearly basis (at the end of each half-year period). Refer to point 9.16.6 for more clarity.</p> <p>9.16.10 Tax implications, if any, shall be borne by the Catering Service Provider.</p> <p>9.16.11 No interest shall be payable on the minimum guaranteed amount by ITPO to the successful bidder.</p> <p>9.16.12 The Service Provider shall obtain additional GST registration for its operations at Bharat Mandapam. A copy of the monthly GSTR-1 and GSTR-3B, along with supporting invoices raised to event organizers, shall be submitted to ITPO for reconciliation purposes.</p> <p>9.16.13 The above documents, along with the CA certificate, shall be submitted to ITPO within 15 days of the end of the related six-month period.</p> <p>9.16.14 ITPO shall raise the invoice for revenue share after reconciliation and checking of the above documents.</p> <p>9.16.15 The successful bidder shall remit all payments due to ITPO within the specified deadlines. Failure to comply with these payment terms will result in the imposition of a nine (9%) percent per annum interest rate, compounded annually.</p>
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			<p>The due dates are as follows:</p> <p>(a) Minimum guarantee: Within first thirty (30) days of the next six-month cycle.</p> <p>(b) All other invoices: Within fifteen (15) days of invoice issuance</p> <p>9.16.16 In case the actual revenue percentage share is less than the minimum guarantee per year, there shall be no refund of the minimum guarantee.</p>
13	Clause 9.17.6	<p>The Catering Service Provider shall control the unplanned leaves and absenteeism of its employees and sub contractual staff and a minimum of 95% attendance are maintained on daily basis. The Supervisory staff will be eligible for statutory leaves as per the law. Their leaves shall be approved by ITPO. Service Provider shall also ensure that the attrition rate is minimized.</p>	<p>The Catering Service Provider must maintain adequate manpower to fulfil the operational requirements of the contract, even during non-event periods. A core team of at least 25 staff members should be present at ITPO daily. Additional personnel shall be deployed as necessary for events from time to time so as to maintain proper service and high standard of quality.</p> <p>Minimum Manpower Required:</p> <ul style="list-style-type: none"> • Operation Manager: 1 • Chef/F&B Manager: 2 • Supervisor: 3 • Steward: 16 • Engineering Manager: 1 • Engineering Assistant: 2 <p>A key performance indicator will be the requirement to have sufficient manpower available to serve at least 50 guests within two hours of notification. Failure to meet this requirement may result in penalties or other applicable actions.</p> <p>ITPO will not provide any financial compensation for the manpower deployed by the Catering Service Provider, whether permanent or temporary. The Catering Service Provider will be responsible for all costs related to its workforce</p>

14	9.2.14 Definitions	"Fee" shall have meaning ascribed to in Clause 9.15.1;	Please note that Clause 9.2.14, defining the term "Fee," has been deleted.
15	9.17.15 Workforce and Resource Standards	Deployment of manpower on site by The Catering Service Provider during the event or non-event days would be based on the prior approval of ITPO. Monthly deployment of the manpower should be shared with ITPO by The Catering Service Provider 15 days in advance for review and approval. ITPO reserves the right to increase or decrease the deployment of manpower at site, which would be paid by ITPO as part of Variable fee, and would inform, in writing,	Clause Deleted.
16	Annexure 9 – Menu Matrix	5% Escalation allowed at the end of every year	8% Escalation allowed at the end of every year
17	Annexure 9 - Menu Matrix Rate Card	Menu rate card for the following: a. Sit down service b. Elaborate Hi Tea c. Mock tails/fresh juices/canned beverages/sparkling water d. Table Amenities	<p>a. Sit down service: Rs 1200 added to every meal b. Elaborate Hi Tea - Tea coffee cookies with 4 savories and 2 desserts c. Mock tails/fresh juices/canned – As per MRP d. Table Amenities- Rs 300</p> <p>Sit-down service refers to a formal dining experience where guests are seated at tables, and meals are served to them individually by waitstaff.</p> <p><i>Terms:</i></p> <ol style="list-style-type: none"> 1. Taxes will be levied as applicable. 2. All rates mentioned above are in INR.

			<p>3. Any items not covered under the existing menu matrix will be priced based on mutual agreement between the client and the Catering Service Provider.</p> <p>4. If the organizer requests an elevated standard of sit-down service or additional items for the Hi-Tea or meal, the client and the Catering Service Provider shall mutually agree on such enhancements. The Catering Service Provider is required to provide complete and transparent details regarding these enhancements to ITPO within three (3) days of the event's commencement.</p>
18	9.2.1	"Applicable Laws" means all applicable laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India or such other territorial jurisdiction outside India,	"Applicable Laws" means all applicable laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India.
19	9.10.3 Commencement and Duration	With effect from the date of signing of the Service Agreement, the "First Party" engages the "Second Party" and the "Third Party", collectively referred to as The Catering Service Provider, and The Catering Service Provider hereby agrees, to perform the Scope of Services subject to the terms and conditions of this Agreement.	With effect from the date of signing of the Service Agreement, the "First Party" engages the "Second Party", referred to as The Catering Service Provider, and The Catering Service Provider hereby agrees, to perform the Scope of Services subject to the terms and conditions of this Agreement.
20	Cost of Electricity and other services.		<p>The unit values for utilities are as follows:</p> <ol style="list-style-type: none"> 1. Metered Electricity: Rs. 25/kWh (subject to Rs. 430/kW/month minimum), plus GST. 2. Electricity service connection charges: Rs. 298/kW (one-time). 3. Water: Delhi Jal Board Commercial Rates as per actual usage 4. PNG: Actual rates as per usage.

			<p>Above rates are exclusive of GST as applicable and subject to change with approval of competent authority time to time.</p> <p>2. AMC Charges of Kitchen Equipment is approx. 8 to 10% of the contract value. All the imported and OEMs based Kitchen Equipment must be repaired by OEM/ OEM authorized vendor by the catering agency.</p> <p>All Consumables related to kitchen Equipment are under the scope of catering agency. Kitchen Hood cleaning, scrubber cleaning, duct cleaning, AHU and Air washer cleaning etc. is under the scope of agency.</p>
21	9.22.6 Assignment and Sub-Contracting	Service Provider shall ensure that for any specific service under scope of works required for ITPO property, the bidder can engage subcontractors after the approval of ITPO for similar or partially similar set of services except for the supervisory staff	Please note that Clause 9.22.6 has been deleted.
22	9.25.1. Indemnification	The Catering Service Provider hereby indemnifies and undertakes to always hold harmless and keep indemnified and defend ITPO, its affiliates, associate/ group companies and their respective employees, officers, representatives, agents and directors at its cost against all actions, demands, claims, losses, damages, penalty, costs, punishments, consequences and other liabilities arising out of or as a consequence of a failure by The Catering Service Provider to comply with the requirements of this Agreement. The Catering Service Providers shall be liable to indemnify ITPO under this Agreement on a joint and several basis.	The Catering Service Provider hereby indemnifies and undertakes to always hold harmless and keep indemnified and defend ITPO, its affiliates, associate/group companies and their respective employees, officers, representatives, agents, and directors at its cost against all actions, demands, claims, losses, damages, penalty, costs, punishments, consequences, and other liabilities arising out of or as a consequence of a failure by The Catering Service Provider to comply with the requirements of this Agreement.

23	9.25.8 Indemnification	It is however, agreed between the Parties that the aggregate financial liability of The Catering Service Provider arising out of or in connection with any breach of the terms and conditions of this Agreement by The Catering Service Provider shall not exceed a sum equivalent to the Total Fee. The limitation of liability shall not affect The Catering Service Provider's liability, if any, on account of the following:	It is however, agreed between the Parties that the aggregate financial liability of The Catering Service Provider arising out of or in connection with any breach of the terms and conditions of this Agreement by The Catering Service Provider shall not exceed a sum equivalent to the Total Minimum guarantee (Rs 4 crore per year). The limitation of liability shall not affect The Catering Service Provider's liability, if any, on account of the following:
24	6.18.7	Any damage to ITPO's property which includes but not limited to carpets, crockery, equipment and other furnishings due to the negligence of the Catering Service Provider or their staff. The same shall be repaired by the Catering Service Provider at their own expense.	Any damage to ITPO's property which includes but not limited to carpets, crockery, equipment and other furnishings due to the negligence of the Catering Service Provider or their staff. The same shall be repaired/replaced by the Catering Service Provider at their own expense.
25	6.18.8	No penalty will be imposed without first providing the Catering Service Provider an opportunity to present their viewpoint. However, Competent Authority's decision will be final and binding with regard to the imposition and extent of penalty. The amount of penalty to be paid by the Catering Service Provider.	No penalty shall be imposed without first providing the Catering Service Provider an opportunity to be heard and present their case. However, the decision of the Competent Authority shall be final and binding with respect to the imposition and the extent of the penalty. The Catering Service Provider shall be liable to pay the penalty amount as determined.

26	Clause 9.27.3 Termination	Without in any manner diluting the joint and several liability of The Catering Service Providers, if in ITPO's opinion, one of The Catering Service Providers is in breach of this Agreement or if its performance levels are unsatisfactory and this does not impact performance of the other Service Provider, ITPO may, at its sole discretion, partially terminate this Agreement with respect to the defaulting Service Provider. Upon such termination, the other Service Provider shall be required to continue performing its obligations under this Agreement in accordance with the Scope of Services, which shall stand amended on and from the date of such termination.	Without prejudice to the liability of the Catering Service Provider, should ITPO form the opinion that the Catering Service Provider is in breach of this Agreement, or that its performance levels are unsatisfactory, ITPO may, at its sole discretion, terminate this Agreement with respect to the Catering Service Provider. However, prior to exercising its right under this clause, ITPO shall provide the Catering Service Provider with an opportunity to be heard.
27	Clause 9.20.3	A PNG connection is being obtained by ITPO. Cost of monthly PNG consumption bill and any repair & maintenance towards the same will also be borne by The Catering Service Provider and The Catering Service Provider shall make timely payments of all such bills directly to the relevant gas company providing the PNG connection.	There will be no surcharge on PNG and water bills. The electricity bill will follow the proposed rates.

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