

File No. ITPO/F&B/Exh. Cmplx./2022
India Trade Promotion Organisation
(F&B Division)

7th July, 2022
Pragati Maidan, New Delhi

CORRIGENDUM-III

Tender Ref. No. ITPO/F&B/Exh._Cmplx./2022 dated 24.05.2022.

The sub-clause No. 1.4 of Clause No.1: “Introduction and Background” may be read as under:

“The details of the Locations specified in Clause 1.3 above are subject to change and review based on ITPO’s review strategy and the ground situation of the pace of development of the aforesaid Locations. The ITPO reserves the right of including or excluding the F&B locations as per the requirements. The License Fees shall be decided on pro-rata basis accordingly.

It is clarified that the Licensee shall also be responsible for maintaining and up-keep (cleaning and replacing consumables) of the common areas which are not directly occupied by or be in "possession of the Licensee, however the same are essential for the operation, management and maintenance of the F&B Facilities at the Locations. These common/utility areas, shall without limitation include back-of-the-house (BOH) facilities, staff toilets, staff cafeteria, staff changing rooms, stores service corridors, loading areas and the like (“**Support Areas**”).

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

Location	Areas
Mezzanine level of Exhibition Halls	<ul style="list-style-type: none">• Hall 1:860 sqm + (Service Corridor of 176 sqm)• Hall 2: 571 sqm• Hall 4: 548 sqm• Hall 5: 860 sqm• Common Service corridor at Mezzanine level of Hall 2-5: 655sqm
Back-of-the-House (BOH) facilities on Basement level	<p>Three nos. Back-of-the-House areas have been identified at Basement level, one no. each below Hall-2, Hall-5 and Hall-14. These areas may be utilized for activities such as staff restroom, staff canteen, staff toilets, staff changing/locker room, garbage handling/holding area, office, store, 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: 380 sqm
Other Areas	
Trapezium (horse-shoe shape) on Ground level in Non-Tower Area (NTA)	<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 with roof above. 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 with roof above. Total area (414+414+178) of 1006sqm.
Non-Tower Area (NTA)	<ul style="list-style-type: none">• Nodes for services provided near staircases’ munties for smaller/temporary F&B outlets in Non-Tower Area (NTA).

Service Block-1 (behind Hall-5)	• Workers' Canteen of 112 sqm and its Kitchen of 34.5 sqm.		
Driver Lounges and Pantries in Basement-1 (below Hall 1-5)	• Pantry / Canteen -1 = 8.6sqm		
	• Pantry / Canteen -2 = 9.7sqm	• Driver's Lounge-7 = 86 pax	
	• Pantry / Canteen -3 = 8.1sqm	• Driver's Lounge-5 = 108pax • Driver's Lounge-6 = 76pax	
	• Pantry / Canteen -4 = 10.9 sqm • Pantry / Canteen -5 = 9.0 sqm	• Driver's Lounge-1 = 40 pax • Driver's Lounge-2 = 65 pax • Driver's Lounge-3 = 66 pax • Driver's Lounge-4 = 68 pax	
	• Pantry / Canteen -6 = 10.4 sqm	• Driver's Lounge-8 = 60 pax • Driver's Lounge-9 = 60 pax	
Driver Lounges and Pantries in Basement-2 (below Non- Tower Area)	• Pantry / Canteen -1 = 8.3 sqm	• Driver's Lounge-4 = 26 pax • Driver's Lounge-5 = 20 pax • Driver's Lounge-6 = 26 pax	
	• Pantry / Canteen -2 = 12.4 sqm	• 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 = 36 pax	
	• Pantry / Canteen -3 = 3.7 sqm	• 4 nos. Lounges	
	• Pantry / Canteen -4 = 6.4 sqm	• Security Lounge-2 = 32 pax • Security Lounge-3 = 32 pax • Restroom-2 = 18 pax	
	• Pantry / Canteen -5 = 8.2 sqm	• Security Lounge-1 • Driver's Lounge-1 = 65 pax	
	• Pantry / Canteen -6 = 15.6 sqm	• Driver's Lounge-2 = 76 pax • Driver's Lounge-3 = 56 pax	
	• Pantry / Canteen -7 = 8.8 sqm	• 2 nos. Lounges • Security Lounge-5 = 30 pax • Restroom (F)-4 = 18 pax	
	• Pantry / Canteen -8 = 52.2 sqm		
Convention Centre Level-1 (Ground floor)	F&B-1	74.48	74.48
	F&B-2	162.52	Can be clubbed together
	F&B-3	153.62	
	F&B-4	145.28	
	F&B-5	146.4	
	F&B-6	184.85	Can be clubbed together
	F&B-7	83.87	
	F&B-8	131.98	Can be clubbed together
	F&B-9	130.81	
	F&B-10	65.69	
	F&B-11	174.84	
	F&B-12	78.87	
	F&B-13	99.83	Can be clubbed together
	F&B-14	64.86	
	F&B-15	175.5	Can be clubbed together
	F&B-B	196.52	
	F&B-C	185.89	
	F&B-D	207.04	
	F&B-A	194.94	
TOTAL F&B 1 to 15 & A to D		2657.79 (Net area) / 2846.36 (Gross area)	

	Common Areas around F&B 1 to 15 & A to D	4112.54
Convention Centre Level-2 (First floor)	Tea House	447.10
	Common area near Tea House	179.50
Convention Centre Basement level	Back-of-the-House (BoH)	312
	Service corridor	337

*BOH = Back of the House; **Pax (Indicative)

Note:

- a. *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.*
- b. *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.*
- c. *The total area of approx. 2680 sqm. mentioned in the above table as 19 F&B outlets in the vicinity of Convention Center is envisaged to serve as variety of outlets with some being Fine-Dine, Casual Dining and Quick Service Restaurants (QSRs). The said area can be customized by the F&B aggregator in consultation with and with prior written approval of ITPO.*
- d. *Liquor will be allowed to be served in the Fine-Dine Restaurants. However, all required necessary clearances and licenses from the government authorities required for serving liquor will be procured by the licensee directly from the authorities keeping ITPO indemnified against any default*
- e. *The licensee will be allowed to operate cloud kitchens in accordance with all applicable guidelines and licensing permission required.*
- f. *The F&B outlets will also be allowed to open late night as per the local state guidelines.*
- g. *The outlets at mezzanine floors of Hall 1, 2 & 5 can be converted into food courts with the kitchen facility, therein itself (type of dining is indicative).*
- h. *The first rights of refusal in case of any additional temporary F&B area allotted during any events organized by ITPO in Pragati Maidan will be given to the licensee. However, ITPO reserves full discretion in decision on such additional temporary area allotment.*
- i. *For F&B Outlets in the vicinity of Convention Center, the concessionaire would have access to following common areas, without any exclusive right of use and no permanent construction:*
 - *F&B Verandahs, Service corridor and Toilets around F&B areas on Level-1 (Ground level) of Convention Centre (CC), as marked in layouts.*
 - *Garbage Handling Area for F&B, Workers Toilets and Service Corridor on Basement level of Convention Centre (CC), as marked in layouts.*

- j. For F&B Outlets in the vicinity of Convention Center, as being provided in the exhibition complex, the concessionaire would be provided with nodes of MEP services such as electricity, plumbing, sanitation, PNG, etc. and the concessionaire then further needs to do the internal planning and execution of branching inside these areas.”

2. Sub-clause No. 3.2(i) of Clause No. 3 “Scope of Work” may be read as under:

“The bids are invited on the basis of Eligibility Criteria and minimum annual revenue in the form of an **Assured Minimum Guarantee (AMG)** to be quoted by the prospective bidders for the ten (10) contractual years.

The base price for yearly Assured Minimum Guarantee (AMG) is fixed at Rs.5,00,00,000/- (Rupees Five Crore Only) for first three (03) contractual years excluding GST. The base price for yearly Assured Minimum Guarantee (AMG) for next seven (07) contractual years shall be as given below:

Contractual Year	License Fee (INR)
Year 1	50000000
Year 2	50000000
Year 3	50000000
Year 4	72576995
Year 5	97411690
Year 6	124729854
Year 7	154779834
Year 8	187834813
Year 9	224195289
Year 10	264191813
Total Minimum License Fee for 10 years	1275720287

The AMG for the 11th contract year, if the contract is extended, will be 115% of the 10th year AMG or `15% of Gross Operating Revenue` in the 10th contract year, whichever is higher. There will be further increase of 15% on the preceding financial year’s fixed Annual Minimum Guarantee (AMG) for each subsequent financial year in last four (04) financial years of the contract.”

3. The sub-clause No. 4.1(i) of Clause No. 4: “Area & Facility” in “Terms and Conditions of the License” may be read as under:

“4.1 Area

- i. The area of the Food and Beverage Outlets is to be used only for the Specified Purpose in the approved layout plan / drawing submitted to the Licensor (Appendix-I). No change in this regard will be permitted without prior permission of Licensor. It is clarified that the Licensee shall also be responsible for maintaining and up-keep (cleaning and replacing consumables) of the common areas which will not be directly occupied by or be in possession of the Licensee, however the same are essential of the operation, management and maintenance of the F&B Facilities at the Locations. These common / utility areas, shall without limitation include back-of-the-house (BOH) facilities, staff toilets, staff cafeteria, staff changing rooms, stores service corridors, loading areas and the like (“**Support Areas**”). No unauthorized areas shall be used. The indicative details of the Location(s) and the Support Areas is specified as under:

Location	Areas	
Mezzanine level of Exhibition Halls	<ul style="list-style-type: none">Hall 1: 860 sqm + (Service Corridor of 176 sqm)Hall 2: 571 sqmHall 4: 548 sqmHall 5: 860 sqmCommon Service corridor at Mezzanine level of Hall 2-5: 655sqm	
Back-of-the-House (BOH) facilities on Basement level	<p>Three nos. Back-of-the-House areas have been identified at Basement level, one no. each below Hall-2, Hall-5 and Hall-14. These areas may be utilized for activities such as staff restroom, staff canteen, staff toilets, staff changing/locker room, garbage handling/holding area, office, store, 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 sqmBack-of-the-House below Hall-2: 610 sqmBack-of-the-House below Hall-5: 380 sqm	
Other Areas		
Trapezium (horse-shoe shape) on Ground level in Non-Tower Area (NTA)	<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 with roof above. 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 with roof above. Total area (414+414+178) of 1006sqm.	
Non-Tower Area (NTA)	<ul style="list-style-type: none">Nodes for services provided near staircases' munties for smaller/temporary F&B outlets in Non-Tower Area (NTA).	
Service Block-1 (behind Hall-5)	<ul style="list-style-type: none">Workers' Canteen of 112 sqm and its Kitchen of 34.5 sqm.	
Driver Lounges and Pantries in Basement-1 (below Hall 1-5)	<ul style="list-style-type: none">Pantry / Canteen -1 = 8.6sqm	
	<ul style="list-style-type: none">Pantry / Canteen -2 = 9.7sqm	<ul style="list-style-type: none">Driver's Lounge-7 = 86 pax
	<ul style="list-style-type: none">Pantry / Canteen -3 = 8.1sqm	<ul style="list-style-type: none">Driver's Lounge-5 = 108paxDriver's Lounge-6 = 76pax
	<ul style="list-style-type: none">Pantry / Canteen -4 = 10.9 sqmPantry / Canteen -5 = 9.0 sqm	<ul style="list-style-type: none">Driver's Lounge-1 = 40 paxDriver's Lounge-2 = 65 paxDriver's Lounge-3 = 66 paxDriver's Lounge-4 = 68 pax
	<ul style="list-style-type: none">Pantry / Canteen -6 = 10.4 sqm	<ul style="list-style-type: none">Driver's Lounge-8 = 60 paxDriver's Lounge-9 = 60 pax
Driver Lounges and Pantries in Basement-2 (below Non-Tower Area)	<ul style="list-style-type: none">Pantry / Canteen -1 = 8.3 sqm	<ul style="list-style-type: none">Driver's Lounge-4 = 26 paxDriver's Lounge-5 = 20 paxDriver's Lounge-6 = 26 pax
	<ul style="list-style-type: none">Pantry / Canteen -2 = 12.4 sqm	<ul style="list-style-type: none">Driver's Lounge-7 = 36 paxDriver's Lounge-8 = 31 paxDriver's Lounge-9 = 36 paxDriver's Lounge-10 = 36 paxDriver's Lounge-11 = 36 pax
	<ul style="list-style-type: none">Pantry / Canteen -3 = 3.7 sqm	<ul style="list-style-type: none">4 nos. Lounges
	<ul style="list-style-type: none">Pantry / Canteen -4 = 6.4 sqm	<ul style="list-style-type: none">Security Lounge-2 = 32 paxSecurity Lounge-3 = 32 paxRestroom-2 = 18 pax
	<ul style="list-style-type: none">Pantry / Canteen -5 = 8.2 sqm	<ul style="list-style-type: none">Security Lounge-1

		<ul style="list-style-type: none"> Driver's Lounge-1 = 65 pax 	
	<ul style="list-style-type: none"> Pantry / Canteen -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 / Canteen -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 / Canteen -8 = 52.2 sqm 		
Convention Centre Level-1 (Ground floor)	F&B-1	74.48	74.48
	F&B-2	162.52	Can be clubbed together
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	F&B-12	78.87	
	F&B-13	99.83	Can be clubbed together
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	F&B-15	175.5	Can be clubbed together
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Note:

- 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.*
- 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.*
- The total area of approx. 2680 sqm. mentioned in the above table as 19 F&B outlets in the vicinity of Convention Center is envisaged to serve as variety of outlets with some being Fine-Dine, Casual Dining and Quick Service Restaurants (QSRs). The said area can be customized by the F&B aggregator in consultation with and with prior written approval of ITPO.*

- d. *Liquor will be allowed to be served in the Fine-Dine Restaurants. However, all required necessary clearances and licenses from the government authorities required for serving liquor will be procured by the licensee directly from the authorities keeping ITPO indemnified against any default*
- e. *The licensee will be allowed to operate cloud kitchens in accordance with all applicable guidelines and licensing permission required.*
- f. *The F&B outlets will also be allowed to open late night as per the local state guidelines.*
- g. *The outlets at mezzanine floors of Hall 1, 2 & 5 can be converted into food courts with the kitchen facility, therein itself (type of dining is indicative).*
- h. *The first rights of refusal in case of any additional temporary F&B area allotted during any events organized by ITPO in Pragati Maidan will be given to the licensee. However, ITPO reserves full discretion in decision on such additional temporary area allotment.*
- i. *For F&B Outlets in the vicinity of Convention Center, the concessionaire would have access to following common areas, without any exclusive right of use and no permanent construction:*
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- j. *For F&B Outlets in the vicinity of Convention Center, as being provided in the exhibition complex, the concessionaire would be provided with nodes of MEP services such as electricity, plumbing, sanitation, PNG, etc. and the concessionaire then further needs to do the internal planning and execution of branching inside these areas."*

4. Sub-clause No. 13.1(i) of Clause No. 13 "License Fee" in "Terms and Conditions of the License" may be read as under:

"In consideration of the Licensor having agreed to allow the Licensee to use the Locations for Permitted Purpose, it is agreed that the Licensee shall pay to the Licensor the Fixed License Fee {Annual Minimum Guarantee (AMG) or 15% of GOR, whichever is higher}, as per tender document. The License Term shall be for a period of **10 (Ten) years from the Effective Date unless earlier terminated/cancelled/revoked, with possible extension of further 5 (Five) years** subject to successful and satisfactory running of the F&B Outlets and at ITPO's sole discretion notwithstanding any dispute between ITPO and the Licensee. The bids are invited on the basis of Eligibility Criteria and minimum annual revenue in the form of an **Assured Minimum Guarantee (AMG)** to be quoted by the prospective bidders for the ten (10) contractual years.

The base price for yearly Assured Minimum Guarantee (AMG) is fixed at Rs.5,00,00,000/- (Rupees Five Crore Only) for first three (03) contractual years excluding GST. The base price for yearly Assured Minimum Guarantee (AMG) for next seven (07) contractual years shall be as given below:

Contractual Year	License Fee (INR)
Year 1	50000000
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Year 5	97411690
Year 6	124729854
Year 7	154779834
Year 8	187834813
Year 9	224195289
Year 10	264191813
Total Minimum License Fee for 10 years	1275720287

The AMG for the 11th contract year, if the contract is extended, will be 115% of the '10th year AMG' or '15% of Gross Operating Revenue' in the 10th contract year whichever is higher. There will be further increase of 15% on the preceding financial year's fixed Annual Minimum Guarantee (AMG) for each subsequent financial year in last four (04) financial years of the contract."

5. The Annexure-V: Location-wise area percentage for license fee obligation commencement calculation may be read as under:

Location Details	Location	Area (Sqm)	Area (%)
Exhibition Hall-1	Mezzanine Level	860.00	9.23
Exhibition Hall-2	Mezzanine Level	571.00	6.13
Exhibition Hall-4	Mezzanine Level	548.00	5.88
Exhibition Hall-5	Mezzanine Level	860.00	9.23
Trapezium (horse-shoe shape) outlets on Ground level in Non-Tower Area (NTA)	Four units in front of Hall 2-5, with each unit having two outlets of 126 sqm each & 100 sqm common seating area with roof above.	1408.00	15.10
	One unit in front of Hall 6, with two outlets of 414 sqm and 178 sqm common seating area with roof above.	1006.00	10.79
Service Block-1 (behind Hall-5)	Staff/workers cafeteria	112.00	1.20
	Kitchen	34.50	0.37
Pantries/Canteen of Lounges in Basement-1 (below Hall 1-5)	6 pantries/canteen	56.70	0.61
Pantries/Canteen of Lounges in Basement-2 (below Non-Tower Area (NTA))	8 pantries/canteen	115.60	1.24
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)	444.00	4.76
Kiosk-12 (behind Hall-12)	Kiosk-12 (behind Hall-12)	201.50	2.16
F&B outlets in the vicinity of the Convention Center	F&B 01	74.48	0.80
	F&B 02	162.52	1.74
	F&B 03	153.62	1.65
	F&B 04	145.28	1.56

	F&B 05	146.4	1.57
	F&B 06	184.85	1.98
	F&B 07	83.87	0.90
	F&B 08	131.98	1.42
	F&B 09	130.81	1.40
	F&B 10	65.69	0.70
	F&B 11	174.84	1.88
	F&B 12	78.87	0.85
	F&B 13	99.83	1.07
	F&B 14	64.86	0.70
	F&B 15	175.5	1.88
	F&B A	194.94	2.09
	F&B B	196.52	2.11
	F&B C	185.89	1.99
	F&B D	207.04	2.22
	Tea House (Level-2)	447.10	4.80
Total		9322.19	100.00

Sd/-
General Manager
Food & Beverages Division

Ref. No. ITPO/F&B/Exh._Cmplx/2022 dated 24.5.2022

Pre-bid queries/suggestions for deliberation in internal review meeting scheduled to be held on 22.6.2022 at 3.00 P.M. in Committee Room.

Sr. No.	Query / Suggestion	Proposed Reply/Amendment
1)	Kindly specify the hoarding/billboards sites as they may interfere with Aggregators' design and plans.	<i>The hoardings / billboards sites, size and the number of hoardings can be put up only with the prior approval of ITPO.</i>
2)	Is the earmarked branding sites at the food court for F&B partner chargeable	No change. As per Tender document.
3)	Should be allowed permission for signage and display for publicity of upcoming brands at your main gate and main location for interact with the Public for promotion of premises without taking any charges against them.	ITPO's branding policy will govern and will be subject to clearance from Municipal Corporation.
4)	Electricity Rate: Proposed electricity rate is very high. It is recommended electricity rates be charged as per Delhi government commercial meters charges.	<i>The per unit charges of ITPO will apply, however, vendor may be allowed to get the connection from BSES entirely at its own cost, without using ITPO infrastructure.</i>
5)	100% power back to be provided by ITPO.	<i>The power supply to the Pragati Maidan is having required backup.</i>
6)	Charges being levied for water & electricity are exorbitant- should be on actuals as charged by respective agencies.	<i>The per unit electricity tariff of ITPO are on actuals only. The conversion cost at the end of ITPO is included in the tariff.</i>
7)	AC and other utilities tap off- exhaust ducts to be provided to scrubbers and washers till one point.	<i>MEP provisions will be provided by ITPO on need basis.</i>
8)	Electricity rate should be as per local govt. tariff.	Refer reply at Sr. No. 4 above.
9)	Electricity charges were not in tune with what commercial operators pay. We can get the unit separately metered and let there be prevalent rates of the state. In case of back up and Genset usage of ITPO well special rates should be applicable.	Refer reply at Sr. No. 4 above.
10)	The Electricity charges should be either at Delhi Electricity board rate or commercial rates, but not at the exhibitions rate mentioned in bidding as once again it will add cost to product to	Refer reply at Sr. No. 4 above.

	customers which is not the intention of ITPO.	
11)	Is there a provision of permanent A C units inside the food courts.	Air conditioning provisioning in all the proposed F&B locations is to be carried out by the aggregator.
12)	Who will bear the cost of electricity charges or the winner of the bid can only bear Rs. 9 per unit only.	Refer reply at Sr. No. 4 above.
13)	The turnover of the fifty (50) crores to be combined turnover of the consortium, F&B component to be 40% of the total amount i.e max 20 crores.	No change proposed.
14)	M/s Bikanervala (Noida) has indicated interest in bidding for the tender but as communicated that they are inherently a partnership firm as their business structure required it to be, but eligibility criteria as mentioned on Pg. 49 of RFP says that "in case of consortium, the lead member must be a company registered under Companies Act, 2013/body corporate". They have mentioned that they are able to match all eligibility criteria including financial turnover, bank solvency etc. but due to the criteria that lead member of consortium has to be a company, Bikanervala and few other renowned brands, who are essentially structured as partnership firm, cannot bid. Hence, they have requested to include the partnership firm in the eligibility criteria so that they can bid.	<i>No change proposed.</i>
15)	We are here to bid as a consortium and we have support of very renowned brands like Haldirams & Bikanerwala who meet all financial criteria laid down by ITPO in the tender but they all belong to structure wise Partnership firms. Hence we request you to keep the provision of single bidder/lead member of consortium as partnership firms as well, not only companies registered. Keeping only companies will keep potential bidders like Haldirams, Pinnacle services, Bikanerwala, Etc. out from the race which may qualify all the financial and technical criteria except this one. Please add the Registered partnership firm also for bid leader.	<i>No change proposed.</i>

16)	<p>Request from M/s. KMK Event Management Limited for eligibility criteria relaxation:</p> <p><i>"We, M/s. KMK Event Management Limited, an ISO-OHSAS Certified Event Management company, part of MSME initiative, are achieving remarkable performance in hospitality industry across India for 25 years by providing employment to thousands of work force and to different skilled labor. We are having branches and operations across India. As per the tender eligibility criteria, we are requesting the following from our end. One of the Conditions in Eligibility criteria: Minimum average annual turnover- Rs.50 Crore in 3 out of the 4 preceding financial years and minimum net worth of Rs.10 Crore, F.Y. ending on 31.3.2021.</i></p> <p><i>As we all know the whole country is still going through lot of hurdles due to COVID-19 Pandemic and other market fluctuations due to various reasons and hospitality industry is one of the major victims of the same. In this regard, we were unable to meet the criteria of having Rs.50 Crore turnover for 3 out of the 4 preceding financial years and minimum net worth of Rs.10 Crore, F.Y. ending on 31.3.2021. Being a dedicated player in the hospitality industry we were able to record Rs. 50 Crore turnover in 1 out of the 4 preceding financial years. Hence, we request you to reconsider the above criteria and allow us to participate in the bid against the notification ref. No. ITPO/F&B/Exh._Cmplx/2022 dated 24th May 2022."</i></p>	<p><i>It is proposed to change it as under:</i></p> <p><i>"Minimum average annual turnover- Rs.50 Crore in 3 out of last 5 preceding financial years ending on 31.3.2022 and minimum net worth of Rs.10 Crore, F.Y. ending on 31.3.2022."</i></p>
17)	<p>License Fee is Very High: It is recommended that the license fee should be reduced to First Five Year @ 2 Crore because of very high capex investment by the licensee (eg: fixture and fitting, Air conditioner, Kitchen equipment, Branding Promotions etc). License fee can thereafter be increased @ 4 - 5 % annually.</p>	No change proposed.
18)	<p>The market standard for an increment is 4-5% per annum and the same should be applicable after a period of three(3)years without escalation as this is the accepted threshold for the facility to be fully functional and destination to be popular.</p>	<i>No change proposed.</i>
19)	<p>The GOR of 15% is on a higher side, same to be reduced to 7.5% thus making it viable to the</p>	No change proposed.

	aggregator, market standard for the same is 12.5% for self operators, in this case since the aggregator will be subleasing the GOR of 15% is not viable and should be reduced to 7.5 to be competitive and sustainable as well. The outgo as per above should be max at double the amount of MG.	
20)	Total bidding amount is INR 5 Crores and the development cost would be INR 70 to 80 Crores estimated, we now request you to reconsider and revise bidding amount to be INR 2.5 Crores.	No change proposed.
21)	As per our understanding that you will not increase charges for first 03 yrs and post that you will charge 36% per annum. We would prefer annual increase of 2% per annum from beginning.	<i>No change proposed.</i>
22)	The start tag of 5Cr per annum seems highly optimistic, that is also when the operator is supposed to invest a huge sum in activities which may not even offer him any asset valuation. It seems a complete and a happy start for the complex could easily be two years away. I would recommend a starting figure of 3Cr for the first two years and then a 4% increase yearly (those are commercial terms prevalent at the moment). ITPO can always review the performance every six years.	No change proposed.
23)	The MG has to be in the range of INR 3.00 Cr. with escalation rate of 4% as discussed in the meeting. This change will ensure that you get enough interest from the multiple bidders and you are not left in a situation that where there are no bidders or only a single bidder.	No change proposed.
24)	For special catering permission, the Licensee should be allowed to create a list of vendors and let him handle the work. He can create the vendors of proper five star hotels and top end caterers. Now commission should be 12% of the sale derived, 60% to Licensee and 40% to ITPO. (This figure should be part of the overall figure, say 3Cr annual). Penalty business seems out of context here.	<i>No change proposed.</i>
25)	15% of the cap over the overall sale is also not fully justified since Licensee has to coordinate from a bare shell to saleable area himself and also be liable for the conduct and other workings /obligations of the operator. 12.5%	No change proposed.

	should be the figure. Food court operators operate at less margin. While a high margin business may have less transactions. Now let us imagine, some operators making better money, that is even good here he will have long term loyalty and he will offer better quality and will be happy to navigate through lean phase as well, also he will be forced to better take care of his unit and reinvest in his unit. We can also minimize the turnover of the sub vendors and thus wastage. We may then have better operators in cue for our job.	
26)	Can the bidding amount be lower than the AMG or is it fixed?	Bidding amount has to be higher than the AMG prescribed for any contractual year.
27)	Incremental should be max 5% after lock-in-period.	No change proposed.
28)	Further, The MG value is again higher than MG from all the biddings that have happened till date for the same purpose. We request you to keep it in the range of Rs.3 - 3.5Cr as discussed in length at pre bid meet.	No change proposed.
29)	The rate of escalation per year from 4th year onwards is also way higher than commercial escalation rates in the market. It should be not more than 4-5% per year as the exhibition F&B are very much pricing sensitive. The price of 1 L water bottles (unchanged from last 15 years and still is Rs.20 for all brands) is the best way to understand the limitations in ROI in this brand dominated and price sensitive market.	<i>No change proposed.</i>
30)	Third party penalty should be charged by ITPO and the whole amount should be adjusted against the rental as the bidder is the only one who is suffering loss and missing the opportunity to recover its investment. Splitting the third party penalty is not a good idea.	<i>No change proposed.</i>
31)	License Fee should be Rs. 3,00,000,00/- for 05 years instead of Rs. 5,00,000,00/- for 03 years as mentioned in tender documents and after 05 years, 5% will only be increased till 15 years in license fee.	No change proposed.
32)	The first right should lie with the aggregator during the EXHIBITION time for providing F&B and related services.	No change proposed.

33)	Restaurant Sale: Small Get-together, Birthday Party, Reception, Dance and Music Fest should be allowed.	<i>In case the activities are as per the ITPO mandate, the Food & Beverages vendor will be allowed to cater to such functions.</i>
34)	Drawing Approval: Drawing approval period is very less. It is recommended that the approval period be increased 120 days and the fit out period should commence after approval of drawings and not after possession.	No change proposed. 45 days already given.
35)	All premises that are being handed over to the aggregator should be complaint for taking due permission in terms of all licenses required eg. fire/excise, in case of non-complaint same to be rectified by ITPO and handed over to aggregator.	The permissions from the concerned depts. are to be procured by the successful bidder. ITPO will facilitate with the documents or information available with them.
36)	Sublease up to 85% to be allowed to the aggregator.	<p>No change proposed.</p> <p>Relevant extract of Sub-clause No. 3.7 of Clause No. 3 "Scope of Work" is reiterated for kind reference please:</p> <p><i>"The Licensee may with prior written approval of ITPO will be permitted to sublet or enter into Step Down Agreements for upto 75% of the F&B Outlets and area of the Locations (Exhibition Complex) or part thereof but not exceeding 25% of total F&B Outlets and area to a single sub-lessee and only to a good mix of reputed international, national and local F&B brands."</i></p>
37)	Policy in case the main aggregator defaults; what will happen to the sub-licensees.	Tender provision regarding contract termination shall govern.
38)	Operator should be allowed to take private events at its outlets.	<i>In case the activities are as per the ITPO mandate, the Food & Beverages vendor will be allowed to cater to such functions.</i>
39)	To fill the prestigious and prime space, better evening events should not be a hindrance. Those could be corporate as well as social. Though we agree weddings and band Baja may not gel well.	<i>In case the activities are as per the ITPO mandate, the Food & Beverages vendor will be allowed to cater to such functions.</i>
40)	From the in-principle award of the tender till the passing of drawings to ITPO a timeline of 45 days has been fixed. Sir, this period is very crucial for both Licensee as well as Licensor. Licensee in the state of rush and under huge financial obligations, may go for a raw deal and not a well verified operator could be created. So	<i>No change proposed. 45 days already given.</i>

	let us be liberal here. Licensee needs to Brand and Market the space to affluent F&B operators (Brochures a proper plan of action, web site, presentations, advertise, interviews and allocate spaces etc. closing the contracts then only drawings will follow) after due check balances and proper mix of cuisines and brands. 120 days at least are needed. It may even go much more but then that Licensee may have to bear with.	
41)	Page 51/52 had the mention of International branded outlets. We should have International Cuisine here. Though I will try for some Singapore Hong Kong Chinese kitchens to operate here but that could be once we are affluent, till that time we should be happy with Thai or Far east cuisine operated by locals only.	No change proposed.
42)	I did observe during November month the campus being closed for a mega fair and no business was possible. That should in fact never happen. These are the days when all these cuisine offerings be it afternoon or evenings could be presented to the public at large and good gains be made by Licensee and Licensor both.	No change proposed.
43)	Sir, here GOI should let operators flourish first with whatever assistance, then only he can create some better things on the ground. Everyone should focus on quality and presentation for this iconic location. Money will not come to ITPO by devising figures and percentages. It will only come when better turnover is envisaged and a good amount of money is invested and then reinvested in operations and upkeep. If due to heavy figures the operator does not survive or is struggling it will never be good for the Licensor as well.	No change proposed.
44)	Please clarify: "To undertake designing, construction, development, operation and maintenance of F&B facilities as provided in RFP and that may be approved and/or notified, in writing, by the Authority from time to time during the Concession Period at Pragati Maidan, New Delhi". We would like to seek a further clarity on this.	No change proposed.
45)	Can the Licensee request set up from the Organizers.	No change proposed.

46)	Need clarity on use of ITPO for ODC & commercials if any.	No change proposed. <i>Not permissible without express permission.</i>
47)	What if the average number of exhibitions annually are lesser than 80? Please share the data of last 5 years for events / exhibitions with the area usage and footfalls.	No change proposed. No expressed warranties are being given by ITPO.
48)	Please share the F&B Revenue for the last 5 years	No change proposed.
49)	Licensee to reserve the right to operate with either own internal brands or on board brand partners as required.	75% of the area proposed to be subleased by the aggregator may be utilized for running and operating national / international branded outlets having presence in multiple cities / countries as applicable. Rest 25% of the locations may be utilized by the aggregator for their own internal brands.
50)	Why should there be a need for ITPO to get involved in the step down / sub let agreements as the license fee has already been agreed upon.	No change proposed.
51)	Please state exact list of exhibitions wherein ITPO is permitted to bring their own partner. Is that a part of the 80 exhibitions as stated in the tender? What are terms under which outside caterer is being permitted? Will they be occupying the space assigned to the licensee? What is the compensation for the same being provided to Licensee?	<i>No change proposed. As per tender document.</i>
52)	Outside caterer permission fee to be decided by Licensee only.	No change proposed.
53)	Who decides the selling rate	Licensee may fix the selling rates as per applicable laws and guidelines. The rates should be reasonable and at par with the comparable off locations in the vicinity of Pragati Maidan.
54)	"The packaging of the food items served / sold by the Licensee at Pragati Maidan should not bear the name / logo of the Licensee". Are we saying "0" branding? Please confirm.	No change proposed.
55)	What happens in case there are not enough calendar bookings during the year	No change proposed.

		No expressed warranties given by ITPO.
56)	Is there any accommodation facility inside ITPO?	No.
57)	Consortium formation takes time and in this case it will take further more time as we can go ahead only after the amendment of eligibility criteria in bid document. Therefore, kindly extend the date of bid submission by 30 days.	No change proposed.
58)	EMD should be not more than 3 Cr.	No change proposed.
59)	If looking as per tender than basics infrastructure/immunities should be provided by your organization.	No change proposed.
60)	Can we run the restaurant 24*7?	No change proposed. As per tender document.
61)	Which type of structure will be made?	No change proposed.
62)	How many vehicles .can be parked in a parking area?	<i>Pragati Maidan would have about 4800 ECS in Basement, with easy connectivity to all areas including F&B areas.</i>
63)	Detailed security plans to be shared	No change. As per tender document. Detailed security plans will be shared with the successful bidder.
64)	Fire fighting and sprinklers to be done by ITPO as our area is only part of the halls and fire clearance will not be granted without the completion of the same.	The outlets shall be sublet on `as-is-where-is` basis.
65)	The Food delivery companies to have clear access for pick up and drop from the convention as well as exhibition center, seamless procedure to be in place for identity /entry cards to be in place.	<i>As per cloud kitchen is permitted to operate from proposed locations, the access to food delivery system will be allowed subject to proper access control mechanism.</i>
66)	Pre-assigned parking slots for aggregator and staff, X numbers to be provided for ease of parking, also enough slots to be provided for clients visiting the establishment.	It is proposed to give them dedicated parking slot to the vendor and their staff.
67)	Unhindered entry to be allowed to site to aggregator and visitors all around the year.	<i>The entry will be allowed as per ITPO's entry policy with proper access control mechanism.</i>
68)	Entry for outside patrons should not be a hindrance to guests /suppliers /staff since F&B operations are essentially important during evenings also.	Entry shall be permitted with proper access control mechanism.

69)	Parking fee etc. should be very reasonable and not a challenge. Then staff parking etc. provision should be there.	No change proposed.
70)	Valid passes should be provided for Raw material in & out.	No change proposed. Valid passes for logistics arrangements will be provided.
71)	Who will handle the fire facilities?	Fire installations are already being provided in all areas, including F&B areas, as part of tender. The licensee has to take care of its own obligations. <i>It is clear in the tender document.</i>
72)	How many food courts will be established in the said area?	No change proposed. As per tender document.
73)	<p>Space in the convention center is not mentioned in the detailed description in Points 1.3 even though the spaces reflect in the chart.</p> <p>Point 1.3</p> <p><i>"This RFP is being issued for the determination of Selected Bidder as specified in Clause 4.2 [Bid Process Details] of this RFP, for the award of the rights and obligations denoted by the License in accordance with the terms and conditions contained in the License Agreement respectively, and this RFP. During the term of the License, the Licensee shall be responsible to undertake designing, construction, development, operation and maintenance of F&B facilities at Pragati Maidan, New Delhi comprising of Exhibition Complex (Halls 1, 2 and 5 existing Hall 7, Hall 8 to 11 and Hall 12-12A), horse shoe shape food outlets and Drivers' lounges in the basement {collectively referred to as the "Location(s)}" in accordance with the terms of the License Agreement. The layouts along with the area of various F&B facilities are at Appendix-1."</i></p>	<p><i>"This RFP is being issued for the determination of Selected Bidder as specified in Clause 4.2 [Bid Process Details] of this RFP, for the award of the rights and obligations denoted by the License in accordance with the terms and conditions contained in the License Agreement respectively, and this RFP. During the term of the License, the Licensee shall be responsible to undertake designing, construction, development, operation and maintenance of F&B facilities at Pragati Maidan, New Delhi <u>comprising of areas part of the exhibition complex and in the vicinity of the convention center</u> including back of the house areas {collectively referred to as the "Location(s)}" in accordance with the terms of the License Agreement. The layouts along with the area of various F&B facilities are at Appendix-1."</i></p>
74)	<p>Point 3.7 needs to add a Convention center in the same.</p> <p>Point 3.7</p> <p><i>"The Licensee may with prior written approval of ITPO will be permitted to sublet or enter into Step Down Agreements for upto 75% of the F&B Outlets and area of the <u>Locations (Exhibition Complex)</u> or part thereof but not exceeding 25% of total F&B Outlets and area to a single sub-</i></p>	<p><i>The Licensee may with prior written approval of ITPO will be permitted to sublet or enter into Step Down Agreements for upto 75% of the F&B Outlets and area of the <u>Locations (Exhibition Complex and in the vicinity of the Convention Center Complex)</u> or part thereof</i></p>

	<i>lessee and only to a good mix of reputed international, national and local F&B brands. The Licensee shall ensure the following while entering into any Step down Agreements with any third Party..."</i>	<i>but not exceeding 25% of total F&B Outlets and area to a single sub-lessee and only to a good mix of reputed international, national and local F&B brands. The Licensee shall ensure the following while entering into any Step down Agreements with any third Party...</i>
75)	<p>Point 3.17 is not applicable in this case.</p> <p>Point 3.17</p> <p><i>"In future, the Licensor may permit to use Licensee's/sub-licensee's kitchen at the Locations for ancillary services. In such case, the Licensee shall be required to pay additional license fee (fixed and variable) which will be in addition to the agreed License Fee. The additional License Fee (fixed and variable) will be finalized mutually by the Committee of Licensor and Licensee."</i></p>	"Clause no. 3.17 may be read as deleted"
76)	Space should be allowed to open on all 365 days in a calendar year, and suitable arrangements should be made to ensure operations are not hampered due to the movement of VVIP's/dignitaries, etc.	<i>All the proposed locations have access independent of the exhibition halls and Convention Center. Spaces are allowed to be operated round the year. However, ITPO reserves the right to close the spaces for a specified time period.</i>
77)	The open Area (veranda & courtyard) in the convention center to be allowed to use for Al Fresco Dining, no permanent structure to be created by the aggregator.	<i>Open-to-Sky Courtyard in the vicinity of Convention Center may be allowed to be used as common F&B sit-out on prior approval subject to terms & conditions as decided by ITPO.</i>
78)	The Service and other back areas to be completed by ITPO including washrooms etc.	<p>No change proposed.</p> <p>The Details of the BoH area available is mentioned in the RFP.</p>
79)	Tea House {at Convention Center (CC)} inclusion in the areas proposed to be licensed.	The Tea House is included in the RFP.
80)	F&B outlets opening policy during PM/VVIP visits.	All the proposed locations have access independent of the exhibition halls and the Convention Center. Spaces are allowed to be operated round the year. However, ITPO reserves the right to close the spaces for a specified time period.
81)	Restaurant/Food court to remain open for public during non exhibition dates throughout the year.	All the proposed locations have access independent of the exhibition halls and the Convention Center. Spaces are allowed to be operated round the year. However, ITPO

		reserves the right to close the spaces for a specified time period.
82)	Licensee has to fill up lots of spaces so Microbreweries, Clubs, Discos and Themed bars should be part of it. They add value along with Good fine dine Casual eateries & food courts. You can take a lead from Suntec City Singapore.	No change proposed.
83)	Need exact location of permanent central kitchen inside ITPO & AutoCAD drawing with BOQ.	As per current provision, there is no central kitchen and it is advised that the prospective concessionaire make kitchens/central kitchen within the allotted F&B areas.
84)	Base kitchen should be provided, as the present location doesn't suffice the need of the hour. For smooth operation of all F&B requirements given timely.	Reply as per Sr. No. 83 above.
85)	Clarify the dry storage area which is not mentioned in the tender document.	The details of BoH area indicated in RFP.
86)	Term: The License term of the agreement is very less (10 years with possible extension of further 5 years subject to successful and satisfactory running of the F&B outlets). It is suggested that the License term be increased to 15 years and further 10 years extension. Project investment / promotion activities cost is very high.	No change is proposed.
87)	1st Right of refusal for extension of contract for next 15 years to the existing contracted party.	First Right Of Refusal (FRR) for licensing of the F&B locations after initial contract term of 10 years and extended contract term of 5 years, if any, may be considered. FRR for subsequent suitable tenure for F&B locations (prescribed in this RFP or any other F&B locations included in this contract at a later date) shall be considered by ITPO post license term of 10/15 years.
88)	Will this be an exclusive contract for complete ITPO? What if there is further expansion plan and the areas that have not been captured in the current tender, will they form a part of the existing contract in the future?	No change proposed.
