

FILE NO. No. 145-ITPO(54)/BDD/2024
INDIA TRADE PROMOTION ORGANISATION

Date: 9.10.2024

Sub: Selection of Catering Service Provider for Convention Centre at Bharat Mandapam, New Delhi
(2024_ITPO_825016_1 dated 6.9.2024)

PRE-BID QUERIES –RESPONSE

Serial No	Bidding Document Reference(s) (section number)	Content of RFP requiring Clarification	Points of clarification required	Clarification Replies
1	Clause 2.12 of RFP and 9.22.1 of Draft Agreement.	<p>Subsidiary Company: A legal entity controlled by another company (the parent company) through ownership of more than 51% of its voting shares.</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 an 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</p>	<p>2.12: Here, it is revised for more than 51% only.</p> <p>9.22.1: Here, the requirement for more than 76% is also the same, which creates confusion between the two clauses.</p>	<p>There was a typographical error in Clause 9.22.1. The 51% ownership requirement applies to both Clause 2.12 and Clause 9.22.1.</p> <p>A corrigendum has been issued for Clause 9.22.1.</p>

		standards under this Agreement, regardless of whether such obligations are performed by the Catering Service Provider or its affiliate.		
2	Clause 4.11	The Bidder shall hold the "ITPO's" interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the Contract Period, a conflict of interest arises for any reasons, the Bidder shall promptly disclose the same to ITPO and seek its instructions	Please elaborate what do you quantify as conflict of interest	This statement outlines the responsibilities of a bidder in relation to their contract with ITPO. Here's a breakdown of its meaning: The Bidder shall act solely in the best interests of ITPO and shall not engage in any activities that could compromise ITPO's reputation, favour any other event or organization over ITPO, or undermine ITPO's objectives. Any action that could damage ITPO's image, credibility, or ability to achieve its goals will be deemed a material breach of contract.
3	Clause 9.15.3	If the Buildings, Capital Assets, F&B Facilities or any other facility, area, or equipment provided by ITPO to the Service Provide for Request for Proposal – Selection of Service Provider for F&B Service Operations at Bharat Mandapam, New Delhi 57 P a g e 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	Kindly note there seems to be a spelling mistake. It should be service provider instead of service provide.	Agreed, there was a spelling error; it should be "service provider." A corrigendum has been issued with the revised clause.

		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.		
4	Clause 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.	Here is also a difference in the billing methodology. We are required to share the bill with ITPO for the guest. ITPO will then forward the bill, receive the payment into its account, and subsequently pay the F&B service provider without deducting any fees.(ReferNoteNo.2)	Billing methodology has been revised. Please Refer Corrigendum issued in this regard
5	Clause 9.16.6	ITPO shall review and verify invoices. Payment will be released upon verification of the invoice and supporting documents	Kindly share details of the certifying authority as stated in this clause.	Billing methodology has been revised. Please Refer Corrigendum issued in this regard

6	9.17.6 Workforce and Resource Standards	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.	The line "Their leaves shall be approved by ITPO." Should be deleted. There is no management fees involved in the current arrangement; therefore, approval of ITPO should not be required.	The clause has been revised. Please Refer Corrigendum issued in this regard
7	Clause 9.17.14	The Catering Service Provider's fee and cost shall be deemed to cover cost of all above items/ provisions.	Kindly advise, if it is essential to have this clause	Mandatory condition for best standard of service
8	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,	The term "Variable Fee" is not defined and also the clause is incomplete	The clause has been deleted. Please refer to the corrigendum for details.

9	Clause9.18.3	The Catering Service Provider shall ensure that its personnel, employees or workmen do not smoke in the Premises and should not be under the influence of liquor, drugs, tobacco or any other forms of intoxicants while working in the building(s) and shall not receive any gratuity or reward in any shape from anyone	Please note if we should assume the term' other than smoking zone'?	The Catering Service Provider shall ensure that its personnel, employees, or workers do not smoke on the premises, except in designated smoking areas. The Catering Service Provider shall further ensure that its personnel are not under the influence of alcohol, drugs, or any other intoxicating substances while performing their duties within the premises. Additionally, the Catering Service Provider shall ensure that its personnel do not accept any gratuities, rewards, or any other form of compensation from any individual.
10	Clause9.20	ITPO will provide water and electricity to The Catering Service Provider as per his requirement. The Catering Service Provider will be charged for consumption of electricity and water for kitchen area and office area on actual basis.	Please specify the unit value for electricity, water and PNG.	<p>The unit values for these utilities are as follows:</p> <p>Metered Electricity: Rs. 25/kWh (subject to Rs. 430/kW/month minimum), plus GST. Electricity service connection charges: Rs. 298/kW (one-time).</p> <p>Water: Delhi Jal Board Commercial Rates as per actual usage</p> <p>PNG: Actual rates as per usage.</p> <p>The tariffs for electricity, water, and PNG may be revised in accordance with government guidelines, market conditions, and other relevant factors.</p> <p>Any changes to these tariffs will be communicated to the Catering Service Provider in advance.</p>

11	Clause 9.21.6	The Catering Service Provider shall provide a monthly Compliance Certificate along with the proof of Compliance maintained in form of certificates, return and proof of depositing all statutory dues/payments with the competent authority in respect of required compliances to be maintained at the premise	Kindly specify the certifying authority that will hold good.	<p>The certifying authority for these documents must be an authorized representative of the Catering Service Provider. This can include a designated company official, such as the Chief Financial Officer, Compliance Officer, or another individual with equivalent authority.</p> <p>The Compliance Certificate should be issued on the Catering Service Provider's letterhead and signed by the authorized representative.</p>
12	NA	NA	<p>Please share the following for our correct calculation of PNL.</p> <p>(1) Bharat Mandapam's Current Fuel, Power, and PNG bill, since we are not aware of the total equipment in use and its consumption unit.</p> <p>(2) Please also advise the rate at which electricity, PNG, and water is charged to the current operator.</p> <p>(3) Please advise the current estimate of the AMC charges application for the Kitchen equipment so that we can coordinate and take estimates from our vendors.</p> <p>These are critical points for us to evaluate PNL for our working and quoting a revenue share.</p>	<p>The unit values for these utilities are as follows:</p> <p>Metered Electricity: Rs. 25/kWh (subject to Rs. 430/kWh/month minimum), plus GST. Electricity service connection charges: Rs. 298/kWh (one-time).</p> <p>Water: Delhi Jal Board Commercial Rates as per actual usage</p> <p>PNG: Actual rates as per usage.</p> <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</p>

				<p>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> <p>3. Total consumed Unit (KWH) for the period 20.08.2024 to 22.09.2024 is approx. 31,000 unit (KWH) and depends on quantum of work.</p>
13	NA	NA	Basement facility should be 100% ready to cook all food at site only	The basement facility is fully equipped with the necessary kitchen equipment to prepare and cook all food on-site. The equipment is ready for use as per the design specifications.
14	Clause9.22.5	Service Provider shall ensure that Subcontractor engaged for specific set of services is awarded a single Service contract for the project and cannot be issued multiple contracts during the tenure of this agreement.	Please elaborate the term 'specific set of services'.	The Catering Service Provider is permitted to outsource only non-core services, including but not limited to cleaning, material transportation, and maintenance. However, it is expressly clarified that under no circumstances shall the Catering Service Provider outsource core services such as catering, food preparation, and food service.

15	Clause 9.26.2	<p>The Catering Service Provider shall maintain at its own cost insurance for the entire Contract Period to cover for the Contractor's All risk, personal injury or death of its personnel. The Contractor All risk shall be obtained for not less than the 115% of amount of the Total Fee for the entire Contract Period.</p>	<p>Please note based on our understanding, the insurance period is one year and needs to be renewed annually. In this case, should we obtain insurance foreach year at 115% of the total fee for the entire contract period? Since we are going through forecast for next 2 years</p>	<p>The clause requires that the Catering Service Provider maintain insurance coverage for 115% of the "minimum guaranteed revenue" for the entire contract period, not just for a single year. If the insurance is renewed annually, each renewal must ensure that the coverage reflects 115% of the total minimum guaranteed revenue for the entire contract period, even though the policy is renewed each year. In practical terms, while the policy may be renewed annually, the coverage amount should be based on the entire contract period's minimum guaranteed revenue, and not recalculated on a year-by-year basis. This ensures continuous and adequate coverage as specified in the contract.</p>
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16	Clause 9.16.3	<p>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>Clarification on Billing Arrangement and GST Implications. We would like to clarify the billing structure between Foodlink (Caterers), ITPO, and the customer. Specifically, we seek your guidance on the appropriate invoicing and payment process, as well as the GST and TDS implications in each scenario. To facilitate this, we have outlined three possible cases below:</p> <p>Case1: Direct Billing to the Customer Scenario: Foodlink raises an invoice directly to the customer (the recipient of the catering services). TDS: The customer will deduct TDS on the invoice value under our PAN.</p> <p>Payment Flow Arrangements with ITPO Payment Flow: The customer makes the full payment (after TDS deduction) to ITPO, and ITPO then forwards the payment to Foodlink. Is this arrangement feasible, where Foodlink issues an invoice directly to the customer while payment is not received from the customer but ITPO?</p>	<p>Billing methodology has been revised. Please Refer Corrigendum issued in this regard</p>
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17	Clause 9.16.3	<p>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>Case 2: Billing to ITPO, with ITPO Raising a Separate Invoice to the Customer for the Same Value Scenario: Foodlink issues the invoice to ITPO, and ITPO, in turn, raises an invoice to the customer for the same amount. Feasibility: If Foodlink bills ITPO, and ITPO raises an invoice for the same value to the customer, ITPO may have to absorb the GST cost as Input Tax Credit (ITC) cannot be claimed, thus increasing ITPO's cost.</p> <p>Case 3: Billing to ITPO, with ITPO Charging Additional GST to the Customer Scenario: Foodlink bills ITPO, and ITPO raises a separate invoice to the customer, but this time with an additional GST charge on the value billed by Foodlink. GST Impact: In this case, ITPO would add its own GST to the invoice it raises to the customer, thereby passing the tax burden to the customer. Customer Cost Impact: This increases the cost for the customer as they will be required to pay additional GST.</p> <p>Example Scenario for All Cases:</p> <ul style="list-style-type: none"> • Service Value: ₹1,00,000 • GST @ 5%: ₹5,000 • Total Invoice: ₹1,05,000 	
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			<ul style="list-style-type: none">• Case 1: Customer pays ₹1,00,000 (after TDS) to ITPO. ITPO forwards the entire amount to Foodlink. (No GST implication for ITPO)• Case 2: ITPO absorbs ₹5,000 GST as they cannot claim ITC. (Increases ITPO's cost) <p>Case 3: Customer pays ₹1,10,250 (including additional GST charged by ITPO). (Increases customer's cost)</p>	
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18	Clause 5.1 Point 1	<p>i. Should be a company registered under the provisions of the Companies Act, 1882/1956/2013.</p> <p>ii. Valid Registration with the Income Tax Authorities</p> <p>iii. Valid Registered with GST</p> <p>iv. Minimum 10 years of business operation.</p> <p>v. Minimum 8 years of F&B business experience in the last 10 years.</p>	<p>Company Incorporation: We are a proprietorship firm, although we are not incorporated under the Companies Act, we have an extensive track record of Six decades in the catering industry, serving esteemed clients such as the Manekshaw Centre, India Expo Mart (IEML), PHD Chamber of Commerce and Industry, Sushma Swaraj Bhawan (formerly known as Pravasi Bharatiya Kendra), Indian National Science Academy, Steel Authority of India, and Ministry of Earth Sciences, to name a few. We believe our experience and reputation should be considered for eligibility.</p>	<p>The bidding entity must be a company registered under the laws of India in accordance with the eligibility criteria.</p>
19	Clause 5.1 Point 1	<p>Consortium or joint ventures are prohibited</p>	<p>Kindly allow consortium or Joint Venture For Joint venture also</p>	<p>As per RFP. No change</p>
20	Clause 5.1 Point 1	<p>i. Should be a company registered under the provisions of the Companies Act, 1882/1956/2013.</p> <p>ii. Valid Registration with the Income Tax Authorities</p> <p>iii. Valid Registered with GST</p> <p>iv. Minimum 10 years of business operation.</p> <p>v. Minimum 8 years of F&B business experience in the last 10 years.</p>	<p>Group companies to be allowed to bid for tenders. Parent company should be allowed to assign the contract to its subsidiary company</p>	<p>As per RFP. No change.</p>

21	Clause 5.1 Point 1,2,7	<p>Point 1 i. Should be a company registered under the provisions of the Companies Act, 1882/1956/2013. ii. Valid Registration with the Income Tax Authorities iii. Valid Registered with GST iv. Minimum 10 years of business operation. v. Minimum 8 years of F&B business experience in the last 10 years. Consortium or Joint Ventures are prohibited.</p> <p>Point 2 The bidder must demonstrate a 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</p> <p>Point 7 Minimum workforce of 500 employees dedicated to the F&B sector as of March 31, 2024</p>	<p>K Hospitality Corp is currently India's largest privately held F&B group, operating nearly 500 locations with an employee strength of 11000 people, and group-wide system sales greater than Rs 2200 crores (>\$220MM) last FY. The group is spread across multiple independent entities. Hence, in order to fulfil the criteria, K Hospitality would request that it can share the financials and operating experience of multiple entities.</p> <p>The current RFP terms doesn't include any specification on above scenario group on submission of bids. holding companies. Please you confirm on the same. We are happy to share a supporting documentation on the holding structure of the group to comply with the requisite criteria.</p>	<p>The bidding entity must be a company registered under the laws of India in accordance with the eligibility criteria.</p> <p>For point 2 ,Pease refer corrigendum</p>
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22	Clause 5.1 Point 2	The bidder must demonstrate a 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	Average Minimum Turnover: The required average minimum turnover of Rs. 125 crores over three years seems restrictive, favouring hotels with room rental income rather than catering-focused businesses like ours. We kindly request adjusting the average annual turnover requirement to a more inclusive figure, such as Rs. 40 crores.	Please Refer Corrigendum
23	Clause 5.1 2 Point 2	The bidder must demonstrate a 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. 125 Crores, exclusively from all operations , for at least three of the last five financial years. ·	Please Refer Corrigendum
24	5.1 Qualification Requirements Point 2	The bidder must demonstrate a 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	While the tender value is Rs. 40 crores, the bidder is required to have an average annual turnover in Food & Beverage operations of Rs. 125 crores for three out of last five financial years. This seems a bit on the higher side as the norm for turnover is usually a minimum of 30% of tender value. Higher turnover criteria might reduce fair competition. Therefore, it is proposed that ITPO may consider that the turnover be kept at a maximum of 150% of tender value.	Please Refer Corrigendum

25	Clause 9.10.1 and Point 19 Data Sheet	<p>Clause 9.10.1: The Scope of Services shall include Food & Beverages Service Operations at Bharat Mandapam, New Delhi. The term of the Service Agreement shall commence from the Effective Date and end on the expiry of 3 (Three) years from the Effective Date (Contract Period). The Contract Period may be extended on mutual agreed rates, terms and conditions subject to satisfactory services by The Catering Service Provider.</p> <p>Point 19 Data Sheet: Duration of Assignment 3 Years</p>	Duration of Tender should be 10 years	As per RFP. No change
26	Clause 5.1 Eligibility Criteria Point 6 a)	a) Demonstrated experience in catering at least two events for government entities (including state, Central and government-owned corporations/PSUs), each with a minimum guest count of 3,000	Large catering of 2 nos of 3000 pax annually should include non-government contracts which can be supported by valid work order/PO/payment advice as against only govt events as per RFP.	As per RFP. No change
27	Annexure 9 – Menu Matrix	Annexure 9 - Menu Matrix Rate Card	<p>1. Kindly elaborate on the menu rate card for the following:</p> <p>a. Sit down service</p> <p>b. Elaborate Hi Tea</p> <p>c. Mock tails/fresh juices/canned beverages/sparkling water</p> <p>d. Breakfast</p> <p>e. Add Ons items charges</p> <p>f. Table Amenities</p> <p>g. Mint</p>	<p>a. Sit down service: Rs 1200 added to every meal</p> <p>b. Hi Tea - Tea coffee cookies with 4 savouries and 2 desserts</p> <p>c. Mocktails/fresh juices/canned – As per MRP</p> <p>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. 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><i>If the organizer requires a higher standard of sit-down service or additional items in the Hi-Tea or meal, such enhancements will be mutually agreed upon by the client and the Catering Service Provider. The Catering Service Provider shall provide a full and transparent disclosure of these details to ITPO within 3 days of the event's commencement.</i></p> <p>Please Refer Corrigendum.</p>
28	Annexure 9 – Menu Matrix	5% Escalation allowed at the end of every year	As per industry standards, request your consideration of 10% rate escalation at the end of every year	<p>The escalation rate has been updated to 8% at the end of each year.</p> <p>Please refer to the corrigendum for further details.</p>

29	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 would be no surcharge on PNG/electricity/water bills, pls confirm.	There will be no surcharge on PNG and water bills. The electricity bill will follow the proposed rates. Please refer to the corrigendum for more information.
30	Clause 6.32	Clause 6.32 Canteen Operations	Canteen operations – clarification required on whether kitchen equipment/interiors for canteen operations will be provided by ITPO and Canteen services should be restricted to canteen space only.	ITPO will provide basic furniture for sit down meals. The Catering Service Provider will provide additional equipment and furnishings. ITPO will provide water, AC, and electricity on a metered basis, with charges based on actual consumption. The Catering Service Provider will be responsible for additional utility costs. The Catering Service Provider will provide additional equipment and furnishings. Canteen services should be restricted to the designated space.

	Clause 9.13.1.6	Revenue share will not be applicable for Canteen Operations.	Please advise, will ITPO charge any additional rent for this place.	No additional rent will be charged for the specific area designated for canteen operations. However, the service provider will be responsible for bearing the expenditure of daily utilities such as PNG, water, and electricity consumed during the operation of the canteen. This means that the service provider will be liable for the costs associated with these utilities, which may be billed separately or included in the overall utility charges for the premises.
31	Clause 7.2.5	Successful bidders shall submit an upfront payment equivalent to 6 months' revenue share prior to commencement of contract"-	Need clarification on whether this would this be a six month advance payment of projected revenue share of ITPO? as there is already a 2 Cr half yearly advance payment clause. Request to please elaborate	The two (02) Cr half-yearly advance payment is a minimum guarantee (paid in advance every 6 months). The revenue share percentage will be based on the quoted value of the successful bidder. Adjustments may be made based on actual revenue. Please refer to the corrigendum for the revised billing methodology.

32	Clause 6.11	The Catering Service Provider shall be responsible for purchasing necessary materials and supplies, ensuring quality and quantity. ITPO shall not be liable for any payments for the same.”	Whether all F&B related supplies are also included in service provider’s scope – eg. linen/setup cost/service ware/furniture/tableware etc. will be included in catering rate or service provider can provide on additional charges as may be required. Service provider must be given space to store inventory required to cater day to day operation. Space should be provided well in advance to perform the set up on time ideally 14-16 hrs prior to the service. Please confirm.	ITPO shall provide a limited amount of designated storage space. The Catering Service Provider is permitted to utilize the buffet tables provided by ITPO, on the condition that the inventory is properly maintained. Should the Catering Service Provider require additional or premium furniture or equipment, they may supply these at their own expense, subject to a cost mutually agreed upon with the client. Payment for such additional or premium furniture and equipment shall be the sole responsibility of the client. These items will not be charged to ITPO and may be billed separately on the Food and Beverage Services Invoice to the third-party event organizer. ITPO reserves the right to disallow the use of any outside furniture or equipment that does not meet acceptable quality standards within the premises.
33	Clause 9.27.4/9.27.5	ITPO shall have the right to terminate this Agreement, without assigning any reasons whatsoever, by giving an advance written notice of 180 (One Eighty) days to The Catering Service Provider. The Service Provider shall have the right to terminate the Agreement by giving 3 (three) months’ notice in case ITPO fails to perform its obligations under the Agreement despite being given 2 months advance written notice to cure such default.”	termination clause should be on the same lines for both the parties, termination right should also be given to the service provider without assigning any reasons whatsoever. Request if this can be evaluated	As per RFP. No change

34	Cluses 9.27.3, 9.27.4	<p>9.27.3 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.</p> <p>9.27.4 ITPO shall have the right to terminate this Agreement, without assigning any reasons whatsoever, by giving an advance written notice of 180 (One Eighty) days to The Catering Service Provider</p>	<p>In the RFP for catering services pt 9.27.3 and 9.27.4 you have mentioned a termination clause of 180 days. This is a request that the clause is amended and a cure period to be advised for any changes and service implementation to be arrived.</p>	<p>As per RFP. No change</p>
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35	Clause 9.19	<p>Service Provider shall set up full working office at the designated location/in the core and shell premises provided by ITPO for which no rentals shall be charged by ITPO. All tools, tackles, air conditioners, internet & intranet services including requisite hardware and software, fans, water dispenser, pantry, office furniture, tables, chairs, storage racks, printers, paper, stationary, storage etc. and any other item necessary for running an office shall be arranged by The Catering Service Provider at no extra cost to ITPO. ITPO may at his own discretion, if situation demands, direct The Catering Service Provider to shift Service Provider's office without any cost to ITPO. Storage space shall be provided by ITPO at designated area/location. The Catering Service Provider shall submit the requirement of storage space within one week of LOIA. Service Provider shall have to make his own arrangements for housing facilities for its staffs and for transportation of staff and all material and equipment including all plant and machineries.</p>	Working office space – location to be confirmed and enough space for team to perform day to day work	ITPO will offer appropriate office space for the Catering Service Provider's team, depending on availability and specific needs. The location may be modified as necessary, especially for large events, and the Catering Service Provider will be informed of any changes in advance. There will be no rental fee for the designated office space provided.
36	6.32.1, 6.32.2 and 9.13.1.1, 9.13.1.2 Canteen Operations	The Catering Service provider shall be allotted a space of approx. 400 sqm. at Bharat Mandapam, New Delhi to run the Canteen Operations. Refer	Clause 6.31.2, as referred in clause 6.32.24 and 9.13.1.4, does not exist in the RFP. Please clarify whether clause 6.32.2 is referred	There was a typographical error : It should be read as Clause 6.31.2.

		Annexure 13 for Canteen Menu Matrix.	here instead of 6.31.2 and make suitable correction.	
37	8.5 Payment Verification & Release	ITPO shall review and verify invoices. Payment will be released upon verification of the invoice and supporting documents.	Request indication on timelines	Please refer corrigendum for revised billing methodology.
38	9.1.3 (iii) and 9.21.1	It is a law-abiding entity and is fully aware of all Applicable Laws and requisite Approvals (as defined hereinafter), as may be required as a Service Provider and also for the purposes of performance of Services hereunder, including its status as a principal "ITPO" under all Applicable Laws including but not limited to labour laws for the property.	Clarification on underlined & highlighted part of provision required.	<p>The phrase pertains to the legal responsibilities and obligations of the Catering Service Provider as the entity delivering catering services. As a principal, the Catering Service Provider is responsible for ensuring compliance with all relevant laws and regulations, including labour laws, tax laws, and other legal requirements.</p> <p>This means the Catering Service Provider must:</p> <ul style="list-style-type: none"> • Ensure that its employees and subcontractors comply with all applicable labour laws, including fair wages, benefits, and working conditions, as well as adherence to employment regulations. • Comply with all relevant tax laws, which includes paying the appropriate taxes and filing necessary tax returns.

				<ul style="list-style-type: none"> Adhere to all other applicable laws and regulations, including but not limited to environmental laws and health and safety regulations related to its operations. <p>By recognizing its role as a principal, the Catering Service Provider confirms its commitment to conducting operations in compliance with all applicable laws and regulations.</p>
39	9.6 Confidentiality	Confidentiality	<p>Confidentiality Obligation should be made mutual, and should be an obligation of both parties, and not only of the Service Provider.</p> <p>There would be confidential information shared by the Service Provider as well, confidentiality of which should also be maintained by ITPO.</p>	Applicable to both parties in accordance with laws and government guidelines.

40	9.8.7 Force Majeure	It is clearly agreed and understood that The Catering Service Provider shall not be absolved from its obligations during the term of this Agreement on the ground that the Premises/ Building(s) cannot be used because of non-availability of amenities and facilities in any manner whatsoever other than established Force Majeure event(s).	It is clearly agreed and understood that the Catering Service Provider shall not be absolved of its obligations under this Agreement on the grounds that the Premises/ Building(s) cannot be used due to the non-availability of amenities or facilities relating to F&B (which are/were to be arranged by the Service Provider), except in the case of an established Force Majeure event.	Agreed.
41	Clause 9.8 Force Majeure	“Force Majeure” shall mean the conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the purview of Force Majeure (FM).Delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of occurrence. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist	For the sake of clarity, it is understood and acknowledged by the Parties that during the pendency of any Force Majeure event, the Catering Service Provider shall be exempt from paying the Minimum Guaranteed Revenue, and no such payment shall be required until the Force Majeure event has ceased. Termination clause and force majeure clauses need to be detailed in case of MG. Please advise	Agreed. During a Force Majeure event, the Catering Service Provider is exempt from paying the Minimum Guaranteed Revenue.

43	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.	There is only one service provider involved in the current arrangement. Hence there is no scope of submitting the performance security separately.	Clause Deleted. Please Refer Corrigendum.
44	9.15.1 Clarification on Scope of work between Service Provider and EPC Contractor	Service Provider shall be responsible to arrange the additional manpower and consumables required for the services related to Area during the events. The cost 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.	How is Service Provider responsible to arrange additional manpower and consumables required for the services related to Area during the events?	Please Refer Corrigendum for revised clause.
45	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,	The term "Variable Fee" is not defined and the clause is incomplete	Clause Deleted. Please refer corrigendum.

46	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.	There is only one Service Provider hence the indemnity cannot be given on joint and several basis.	Agreed. Please refer Corrigendum for revised clause.
47	9.25.3 Indemnification	That The Catering Service Provider shall obtain insurance in the joint names of Service Provider and ITPO for its personnel, employees or workmen at its own cost and expenses for accidents/injuries/death which may occur during the course of performance/rendering of the Services and The Catering Service Provider shall be solely responsible for payment of all claims /damages/compensation in case of accidents/injuries/death of any personnel, employees or workmen deployed by it for performing/rendering the Services.	Insurance in joint names is requested.	As per RFP. No change

48	9.26.2. and 9.28.1 Insurance	The Catering Service Provider shall maintain at its own cost insurance for the entire Contract Period to cover for the Contractor's All risk, personal injury or death of its personnel. The Contractor All risk shall be obtained for not less than the 115% of amount of the Total Fee for the entire Contract Period.	The term "Total Fee" is not defined.	For the purposes of determining the insurance coverage, the "Total Fee" shall be understood to refer to the minimum guaranteed revenue. Accordingly, the Catering Service Provider is required to obtain Contractor All Risk insurance in an amount equal to or greater than 115% of the minimum guaranteed revenue for the entire Contract Period. Please refer to the relevant sections of the Agreement for further details regarding the definition of minimum guaranteed revenue.
49	Clauses 9.27.3, 9.27.4	9.27.3 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	In the RFP for catering services pt 9.27.3 and 9.27.4 you have mentioned a termination clause of 180 days. This is a request that the clause is amended and a cure period to be advised for any changes and service implementation to be arrived.	As per RFP. No change

		<p>on and from the date of such termination.</p> <p>9.27.4 ITPO shall have the right to terminate this Agreement, without assigning any reasons whatsoever, by giving an advance written notice of 180 (One Eighty) days to The Catering Service Provider</p>		
50	NA	NA	Hall 14 catering rights must be given to the service provider, servicing to Bharat Mandapam.	<p>The Catering Service Provider shall be granted exclusive rights to provide catering services within the Bharat Mandapam Convention Centre.</p> <p>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</p> <p>Please refer Corrigendum for revised clause</p>

51	NA	NA	<p>1. We need to confirm following points:</p> <p>A. The criteria for calculating advance fees if we start operations in between a 6-month period.</p> <p>B. Rental charges for cafeteria, kitchens and any escalation if any, and</p> <p>C. Amount of Insurance coverage.</p>	<p>A. Advance Fees: The criteria for calculating advance fees has been outlined in the RFP. Six (06) months tenure shall start from the day of starting the contract.</p> <p>B. Rental Charges: No rental charges for Kitchen and cafeteria, only operational costs like electricity, AC etc to be paid by the service provider.</p> <p>C. Insurance Coverage: The required insurance coverage as specified in the contract or RFP. However, it should generally be sufficient to cover all potential liabilities and claims arising from the contract.</p>
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