



India Trade Promotion Organisation (ITPO)

Established under the aegis of Department of Commerce, Ministry of Commerce
& Industry, Government of India

REQUEST FOR PROPOSAL

for

**Temporary allotment of Food & Beverage (F&B) Outlets at Bharat
Mandapam, New Delhi for providing F&B services for New Delhi World Book
Fair (1-9 February 2025) and Nakshatra (1-8 February 2025) at Bharat
Mandapam, New Delhi**

No. ITPO / F&B / NDWBF and Nakshatra/2025

Date: 13.01.2025

(Bharat Mandapam, New Delhi-110001)

Email: sy@itpo.gov.in

Website: <http://www.indiatradefair.com>

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Disclaimer

1. The information contained in this bid document or subsequently provided to bidders, whether verbally or in documentary form or otherwise by or on behalf of India Trade Promotion Organisation (ITPO), or by any of its employees, is provided to bidders on the terms and conditions set out in this bid document and such other terms and conditions subject to which such information is provided.
2. The bid document is neither an agreement nor an offer by ITPO to prospective bidders or any other person. The purpose of this bid document is to provide interested parties with information to assist in the formulation of their proposals for selection pursuant to this bid. The assumptions, assessments, statements, and information contained in this bid document may not be complete, accurate, adequate, or correct and each bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Bid document and obtain independent advice from appropriate sources.
3. ITPO, or its employees, make no representation or warranty and shall have no liability to any person, including any bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid any assessment, assumption or information contained therein or deemed to form part of this Bid document.
4. ITPO may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, its assessment or assumptions contained in this bid document. Such changes shall be intimated to all the bidders. In case additional period for submission, if required due to such amendments, is necessitated the same shall be intimated to all the bidders.
5. The issue of this bid document does not imply that ITPO is bound to select or to appoint any bidder for the contract and it reserves the

right to reject all or any of the bidders without assigning any reasons whatsoever.

6. ITPO reserves the right not to proceed with the Bidding Process any time or stage, without notice or liability, and to reject any or all Bid(s) without assigning any reasons whatsoever.

1. Data Sheet

S.No.	Description	Detail						
1.	Name of Work	<ul style="list-style-type: none"> Temporary allotment of Food & Beverage (F&B) Space at Bharat Mandapam, New Delhi for providing F&B services for New Delhi World Book Fair (1-9 February 2025) and Nakshatra (1-8 February 2025) at Bharat Mandapam, New Delhi. 						
2.	Scope of Work	<ul style="list-style-type: none"> Refer details in Chapter 6 						
3.	Eligibility Criteria	<ul style="list-style-type: none"> The bidder may a registered Company under the Companies Act, 2013 or Companies Act, 1956. OR Partnership Firm registered under LLP Act 2008 OR Sole Proprietorship Minimum average annual turnover of INR 50 Lakh for any three (3) of last five (5) financial years (2019-20,2020-21,2021-22,2022-23,2023-24) Refer details in Chapter 5 						
4.	Contact Person	Mr. Saurabh Yadav, Sr. Manager (F&B)						
5.	Tender Fee (Non-Refundable)	INR 11,800/- (Rupees Eleven Thousand Eight Hundred Only) incl GST						
6.	Earnest Money Deposit	INR 1,00,000/- (Rupees One Lakh Only)						
7.	Security Deposit	Security Deposit to be paid as per Annexure 9 of this RFP.						
8.	Accepting Authority	Chairman & Managing Director (CMD), ITPO						
9.	Bid Validity Period	90 days from the date of opening of the financial bid.						
10.	Bank Details	<table border="1"> <tr> <td>Name of the Beneficiary</td> <td>India Trade Promotion Organisation (ITPO)</td> </tr> <tr> <td>Name of the Bank</td> <td>CENTRAL BANK OF INDIA</td> </tr> <tr> <td>Bank Address</td> <td>PRAGATI MAIDAN, NEW DELHI-110001</td> </tr> </table>	Name of the Beneficiary	India Trade Promotion Organisation (ITPO)	Name of the Bank	CENTRAL BANK OF INDIA	Bank Address	PRAGATI MAIDAN, NEW DELHI-110001
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		<table border="1"> <tr> <td>Account No.</td> <td>1167404133</td> </tr> <tr> <td>Type of Account</td> <td>SAVINGS</td> </tr> <tr> <td>IFSC</td> <td>CBIN 0284078</td> </tr> </table>	Account No.	1167404133	Type of Account	SAVINGS	IFSC	CBIN 0284078
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Type of Account	SAVINGS							
IFSC	CBIN 0284078							
11.	Method of Selection	<ul style="list-style-type: none"> The bidding entity must meet the eligibility criteria to qualify for Financial Evaluation. Highest bid under Financial Evaluation will be declared successful bidder 						
12.	Queries and Clarification	<p>The bidder shall submit queries for clarifications using MS word file in soft copy. The address for requesting clarification is:</p> <p>Mr. Saurabh Yadav, Sr. Manager (F&B) India Trade Promotion Organisation, Bharat Mandapam, New Delhi-110001 (INDIA) Email: sy@itpo.gov.in</p>						
13.	Proposal Submission Dates	<p>Start Date/Time: 13.01.2025 End Date / Time: 23.01.2025</p>						
14.	Date of Technical Bid Opening	24.01.2025						
15.	Date of Opening of Financial Bid	To be shared later.						
16.	Mode of Tender Submission	Central Public Procurement Portal (URL: eProcurement System Government of India)						
17.	Currency of Financial Proposal	The bidder to quote cost in Indian Rupees only.						

2. Definitions

- 2.1 “Authority” shall mean Competent Authority.
- 2.2 “Annexure” referred to in the Tender document shall mean the relevant annexure appended to the Tender Document and the Contract.
- 2.3 “Allottee” refers to the Successful Bidder / Contractor / Agency / Operator / Licensee / F&B Operator / Vendor who has been allotted the F&B outlets through the bidding process. The Allottee is bound by the terms of the allotment and must use the designated space solely for the purpose outlined in the contract.
- 2.4 “Approved” shall mean approved in writing.
- 2.5 “Bidder / Bidding Entity” shall mean the Bidder who submits the request for proposal (RFP) for the Temporary allotment of Food & Beverages (F&B) Space at Bharat Mandapam, New Delhi for New Delhi World Book Fair (1-9 February 2025) and Nakshatra (1-8 February 2025).
- 2.6 “Commencement Date” shall mean the date from which the Successful Bidder receives the notice to commence the Services.
- 2.7 “Competent Authority” refers to the individual or group within ITPO that has decision-making power, typically the Chairman and Managing Director (CMD). This authority is responsible for approving bids, making final decisions on contract awards, and handling disputes.
- 2.8 “Contractor/Agency” refers to the Successful Bidder / Allottee / Licensee / Operator / F&B Operator / Vendor once they have entered into a formal agreement with ITPO. The Contractor or Agency is responsible for fulfilling the terms of the contract, including the payment of fees, maintaining service standards, and ensuring compliance with all statutory requirements.

- 2.9 “Competent Officer” shall mean an officer designated by the CMD, ITPO, and authorized to oversee the procurement of services and the appointment of the Successful Bidder.
- 2.10 “Contract” shall mean the contract for the services and shall include the Tender Documents, the Special Conditions of Contract, the General Conditions of Contract, the Letter of acceptance and the accepted rates in the offer, the Agreement and mutually accepted conditions as per the correspondence exchanged between the Licensee and the Competent Authority.
- 2.11 “Earnest Money Deposit (EMD)” shall mean the amount submitted by a Bidder to ITPO for participating in the Bidding Process.
- 2.12 “F&B Operator” refers to the Successful Bidder / Allottee / Contractor / Licensee / Operator / Agency / Vendor upon assuming the responsibility for the operation and management of the F&B Outlets. The F&B Operator shall be responsible for delivering high-quality food and beverage services in accordance with the terms and conditions of the contract during the event.
- 2.13 “Food & Beverage (F&B) Space” means the points mentioned in Annexure 10 for temporary allocation to Successful Bidder for providing F&B services.
- 2.14 “F&B Business” refers to the commercial activities related to the preparation, sale, and distribution of food and beverages. This includes restaurants, cafes, catering services, food courts, beverage outlets, and food delivery services. In the context of the tender, it pertains to companies providing food and beverage services through outlets or catering operations, with proven financial and operational capacity in the industry.
- 2.15 “GoI” means the Government of India and any agency, authority (including regulatory authority), department, inspectorate, ministry, or statutory person (whether autonomous or not) under the control and direction of the Government of India.
- 2.16 “ITPO” shall mean “India Trade Promotion Organisation”

- 2.17 “Letter of Intent to Award/LOIA” means the written notice issued by ITPO to the Successful Bidder intimating the acceptance of Successful Bidder’s Proposal for the award of the services under this RFP.
- 2.18 “Licensor” shall mean India Trade Promotion Organisation or the Bid Accepting Authority.
- 2.19 “Licensee” refers to the Successful Bidder / Allottee / Contractor / Agency / Operator / F&B Operator / Vendor who has been awarded the contract for operating the F&B Outlets. The Licensee is responsible for fulfilling the terms and conditions outlined in the contract, including food service, hygiene standards, and payment of the license fee.
- 2.20 “Letter of Award/LOA” means the written notice issued by ITPO to the Successful Bidder after a competitive bidding process.
- 2.21 “Operator” like F&B Operator, this term refers to the Successful Bidder / Allottee / Contractor / Licensee / Agency / Vendor who is now tasked with running the food and beverage space. The operator must adhere to all operational requirements, including hygiene, quality, and compliance with applicable laws.
- 2.22 “Prescribed” shall mean as prescribed in the Tender Document.
- 2.23 “Security Deposit” shall mean the deposit made in the form and manner specified in this document by the Successful Bidder.
- 2.24 “Successful Bidder” means Allottee / Contractor / Licensee / Agency / Operator / F&B Operator / Vendor that has been selected to carry out the works mentioned in Chapter 6 Scope of Work of this RFP after a competitive bidding process.
- 2.25 “Tender” means the bidder’s bid offered to the Competent Officer for providing services as mentioned in Chapter 6 Scope of Work of this RFP and remedying of any defects herein in accordance with the provisions of the Contract and conditions of the tender.

3. Letter of Invitation

3.1 India Trade Promotion Organisation (ITPO), established under the aegis of the Department of Commerce, Ministry of Commerce and Industry, Government of India, is inviting qualified and experienced Food & Beverage (F&B) service providers to participate in the bidding process for the temporary allotment of F&B Outlets for providing F&B services for New Delhi World Book Fair (1-9 February 2025) and Nakshatra (1-8 February 2025) at Bharat Mandapam, New Delhi

3.2 Service providers capable of delivering high-quality, hygienic, and diverse food and beverage services to a multi-cultural clientele, including visitors, exhibitors, and workers at the event, are invited to apply. The allotment of F&B Outlets will be on a temporary basis.

3.3 Bid Submission Guidelines:

- The tender document, along with the detailed scope of work, eligibility criteria, and terms and conditions, can be downloaded from the Central Public Procurement Portal (CPP) at <https://eprocure.gov.in> and ITPO's official website www.indiatradefair.com.
- Bidders are required to submit their proposals online through the CPP Portal by deadline mentioned in the data sheet].
- The bid will be evaluated based on the eligibility criteria mentioned in the RFP, and the Highest Financial Bid (H1) among qualified bidders will be selected.

4. Instruction to Bidders

4.1 Introduction

- 4.1.1 India Trade Promotion Organisation (ITPO), established under the aegis of Department of Commerce, Ministry of Commerce and Industry, Government of India. ITPO is committed to showcase excellence achieved by the country in diverse fields especially trade and commerce. Its mission is to promote, facilitate, encourage, and coordinate various activities and programme to enhance India's share of exports. The organisation provides a wide spectrum of services to trade and industry and acts as a catalyst for growth of India's trade and commerce.
- 4.1.2 ITPO invites qualified and experienced Food & Beverage (F&B) service providers to submit their bids for operating F&B Outlets. The selected bidders will provide a range of food and beverages to exhibitors, visitors, and workers at the fair. Interested parties are encouraged to submit their proposals through the Central Procurement Portal (CPP Portal).

4.2 General Terms and Conditions of the RFP

- 4.2.1 The CMD, ITPO reserves the right to select the F&B Operator or to reject any bid wholly or partly without assigning any reason. The CMD, ITPO also reserves the right to relax any eligibility criteria to ensure participation of the bid by maximum number of bidders and for the interest of ITPO in getting quality service at affordable & reasonable price. Incomplete tenders, amendments & additions to tender after opening or late tenders are liable to be ignored & rejected.
- 4.2.2 No tender document will be sold, and manual bid shall not be accepted. Bidder have to download the bidding documents from the website www.indiatradefair.com or the Central Procurement Portal & shall ensure that their bids, complete in all respect should be uploaded online before the closing date & time as indicated in the fact sheet stated above.
- 4.2.3 Tender must be uploaded in two-bid system – (a) for Technical bid (includes documents supporting eligibility criteria of the bidder), (b) for Financial bid- Bidder will participate in tender online through Central Public Procurement Portal (URL: eProcurement System Government of India).
- 4.2.4 Bid will be opened online on the date mentioned in the data sheet in the ITPO Office. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
- 4.2.5 The bidder will bear all the costs associated with the preparation and submission of their bid document and the bid inviting authority will in no case be responsible and liable for those costs.
- 4.2.6 The proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

4.3 Earnest Money Deposit

4.3.1 Bidders shall submit, along with their Bids, EMD amount mentioned in the data sheet in the form of Demand Draft or Bank Guarantee issued by any nationalized bank in favour of ITPO and should be valid for a period of 90 days beyond the Bid Validity Period (Refer Data Sheet).

4.3.2 EMD of all unsuccessful bidders would be refunded by ITPO within 90 days of the bidder being notified as being unsuccessful. The EMD for the amount mentioned in the data sheet, of the Successful Bidder will be adjusted against the Security Deposit.

4.3.3 The EMD amount will not accrue any interest and will be refundable to the unsuccessful bidders.

4.3.4 The bid / proposal submitted without EMD, will be summarily rejected.

4.3.5 EMD may be forfeited if:

- i. The bidder withdraws its bid during the period of bid validity.
- ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

4.4 Security Deposit

4.4.1 The Security Deposit, as specified in the data sheet, shall be submitted within three (3) days of notification of award to the Licensor, i.e., ITPO by the Successful Bidder. The deposit shall be made via Demand Draft, drawn in Favor of the India Trade Promotion Organisation, payable at New Delhi, or through NEFT/RTGS.

4.4.2 The Security Deposit shall be payable by the Successful Bidder as per Annexure 9 of this RFP.

4.5 Instructions for Online Bid Submission

4.5.1 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in>

4.5.2 Registration

- i. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: [eProcurement System Government of India](https://eprocure.gov.in)) by clicking on the link “Online Bidder Enrolment” on the CPP Portal which is free of charge.
- ii. As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv. Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.) with their profile.
- v. Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- vi. Bidder then logs in to the site through the secured log-in by entering their User ID / password and the password of the DSC / e-Token

4.5.3 Searching for Tender Documents

- i. There is various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID< Organization Name, Location, Date, Value, etc. There is also an option of Advanced search for tenders, wherein the bidders may combine a few search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- ii. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable CPP Portal to intimate the bidders through SMS / e-mail in case there is any Corrigendum issued to the tender document.
- iii. The bidder should make not of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the helpdesk.

4.6 Bid Documents, Amendment, Preparation and Submission

4.6.1 Bid Document

- i. One set of bid document will comprise the technical documents which will include the documents supporting the bidders' eligibility criteria and another set will comprise of the financial documents. In any circumstances if any bidder uploads the financial documents in the technical document folder, then that bidder will be summarily rejected.

4.6.2 Amendment to Bid Documents

- i. Before the last date for submission of bids, the Competent Officer may modify any of the contents of the bid notice, bid documents by issuing amendment / addendum/ corrigendum.

- ii. Any addendum/ amendments/ corrigendum issued by the Competent Officer shall be part of the bid document and it shall be published on the e-procurement website (CPP Portal) and ITPO's Website. However, ITPO shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Bidders are requested to visit the website frequently to check whether there is any related corrigendum(s) or not.

4.6.3 Bid Offer

- i. For item rate tender, BOQ contains the quantities worked out by the Department and bidder shall quote the rate for all items/ selected items in MS Excel BOQ sheet with which he intends to execute the work. Thus, the total amount (for overall quoted bid percentage) as computed through Macro Enabled MS Excel BOQ Sheet would be the quoted offered amount for the work, which will be shown in figures & words automatically.

4.6.4 Validity of Bids

- i. Bids shall remain valid for a period mentioned in the data sheet from the date of opening of financial bid. During the above-mentioned period, no plea by the bidder for any sort of modification of the bid based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.
- ii. Any alteration which is made by the bidder in the contract form, the conditions of the contract, the drawings, specifications or statements / formats or quantities accompanying the same will be recognized; and, if any such alterations are made the bid will be void.

4.6.5 Submission of Bids

- i. The bidders, who are desirous of participating in bid, shall submit their documents to fulfil their eligibility criteria and other details etc., in the standard formats prescribed in the bid document.

- ii. List of documents to be scanned and uploaded: All the documents mention in the document checklist (List of the documents to be scanned and uploaded with the Bid) must be submitted online on the CPP Portal. Technical documents should be uploaded in technical cover and financial document should be uploaded in financial cover, otherwise the bid will be rejected. Note: If any of the above-mentioned documents (Document Checklist) (List of the documents to be scanned and uploaded with the Bid) is not applicable for a particular Bidder than he / she shall prepare a PDF Document containing the remark as 'NOT APPLICABLE' WITH NAME OF THE BIDDER & ADDRESS and upload the same in the relevant Folder.
- iii. If any of the certificates/documents furnished by the Bidder, found to be false / fabricated / bogus, the bidder will be liable to blacklisted and their E.M.D. will be forfeited.
- iv. Last date / time for submission of the bids: bids must be submitted within the bid submission start and end date and time specified in the data sheet. ITPO may extend the dates for issue and receipt of bids by issuing corrigendum in which case all rights and obligations of the ITPO and the bidders will remain same as previously.
- v. Late Bids: The CPP Portal will not allow any bidder to attempt bidding, after the scheduled date and time prescribed in the data sheet.

4.7 Bid Opening and Evaluation

4.7.1 Bid Opening

- i. The bid will be opened online by the Competent Officer on behalf of the CMD, ITPO at the time, date and venue as specified in the bid documents. Bids shall be scrutinized in accordance with the conditions stipulated in the bid document. In case of any discrepancy of non-adherence conditions, the bid accepting authority shall communicate the same which will be binding both on the bid opening authority and the bidder. In case of any

ambiguity, the decision taken by the Competent Authority on bids shall be final.

4.7.2 Discrepancy in bid rate quoted.

- i. The bids shall be scrutinized in accordance with the conditions stipulated in the bid document. Bidder shall quote rate in figures only. BOQ (in MS-Excel format) will be Macro Enabled for automatic conversion from figures to words. In case of any ambiguity, the decision taken by the Competent Authority on bidders shall be final.

4.7.3 Bid Evaluation

- i. ITPO will constitute a proposal evaluation committee to evaluate the responses of the bidders.
- ii. The proposal evaluation committee constituted by the ITPO shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- iii. The decision of the proposal evaluation committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the committee.
- iv. The proposal evaluation committee may ask for meetings with the bidders to seek clarifications on their proposals.
- v. The proposal evaluation committee reserves the right to reject any or all proposals based on any deviations.
- vi. Each of the responses shall be evaluated as per the criteria and requirements specified in the RFP.

4.8 Right to Accept Any Proposal and to Reject Any or All Proposal(s)

4.8.1 ITPO reserves the right to accept or reject any proposal, and to annul the tendering process / public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for ITPO.

4.9 Notification of Award Criteria

4.9.1 Prior to the expiration of the validity period, ITPO will notify the Successful Bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, ITPO may extend the validity period of the bid.

4.9.2 The notification of award will constitute the formation of the contract. Upon the Successful Bidder's furnishing of Security Deposit, ITPO will notify each unsuccessful bidder and return their EMD.

4.10 Notification of Award and Signing of Contract

4.10.1 The bidder whose bid has been accepted will be notified of the award of contract by any authorized official of ITPO, prior to expiration of the bid validity period by E-Mail on registered E-Mail ID of the bidder.

4.10.2 The written agreement to be entered into between the Successful Bidder and the ITPO shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement has been signed by the Successful Bidder and then by the ITPO authority to enter into contract on behalf of the Government of India.

4.10.3 All communications with respect to the tender shall be addressed to the E-Mail mentioned on the data sheet.

4.11 Fraud and Corrupt Practices

4.11.1 The bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, ITPO shall reject a proposal without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the ITPO shall without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or Security Deposit, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the ITPO for, inter alia, time, cost and effort of the ITPO, in regard to the RFP, including consideration and evaluation of such bidder’s proposal.

4.11.2 Without prejudice to the rights of the ITPO under the clause above and the rights and remedies which the ITPO may have under the LOA or the Agreement, if the bidder is found by the ITPO have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such bidder shall not be eligible to participate in any tender or RFP issued by the ITPO.

4.11.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assign to them:

- i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything value to influence the action of any person connected with the Selection Process (For avoidance of doubt, offering the employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the ITPO who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any

time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the ITPO, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial, or technical consultant/adviser of the ITPO in relation to any matter concerning the Project.

- ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirect, any persons or property to influence any person’s participation or action in the Selection Process;
- iv. “Undesirable practice” mean (i) establishing contact with any person connected with or employed or engaged by ITPO th the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

4.12 Conflict of Interest

- 4.12.1 The bidder shall hold the “ITPO’s” interest’s 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.

4.12.2 The payment of the Successful Bidder in accordance with this Contract shall constitute the Successful Bidder's only payment in connection with this Contract and, the Successful Bidder shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Successful Bidder shall use its best efforts to ensure that Personnel involved shall not receive any such additional payment.

4.12.3 The Successful Bidder and its affiliates shall not become otherwise interested in the Scope of Services in any manner. The Successful Bidder agrees that, during the Contract Period, the Successful Bidder and any entity affiliated with the Successful Bidder shall be disqualified from bidding and providing consultancy, goods, works, or services resulting from and/or directly related to the Scope of Services for the Bharat Mandapam Convention Centre.

4.12.4 The Successful Bidder and its affiliates are strictly prohibited from engaging and participating in any conflicting activities of the business of ITPO conducted inside Bharat Mandapam. The Successful Bidder shall not engage, and shall cause their personnel not to engage, either directly or indirectly, in any business or and their professional activities with the Occupants and Users of ITPO property which shall safeguard any kind of conflict with the activities assigned to them under this Service Contract.

4.13 Queries & Clarifications

4.13.1 A prospective bidder requiring any clarification of the tender document may send an email to the email address mentioned in the data sheet.

4.13.2 ITPO will respond electronically to any request for clarification of the Bid that is received as per date and time given in the data sheet for the submission of proposals. The bidders are requested

to send their queries as per the timelines. Queries received after the set time limit will not be addressed by ITPO.

4.13.3 It would be deemed that prior to the bid submission, the bidder:

- a. Has examined completely and carefully the project proposed in this tender and has taken necessary precaution to build in all costs necessary for execution of the project considering the magnitude of the work involved.
- b. Has determined to its satisfaction the nature and extent of any issue's incidental to the performance of its obligations.

4.14 Other Terms and Conditions

- 4.14.1 Bidders are required to submit spiral bound serially numbered copies of technical bids along with proper checklist of documents enclosed in physical form and original copies of Power of attorney in respect of the authorized signatory and Affidavit as per RFP. However, copies of documents which have been uploaded online will only be considered valid. The hard copies are to be submitted by the bid submission end date.
- 4.14.2 Restrictions on operations may be made from time to time in compliance of statutory/regulatory authorities and in such a situation; the licensee(s) will not be entitled for any compensation.
- 4.14.3 Approximate area of the notified F&B Outlets has been indicated in the attached plans/drawings. This may change due to site conditions. The bidders should physically verify all the areas before submitting their bids. The premises offered are on "As-Is-Where-Is Basis". No requests for change/re-location of the notified locations to any alternate locations or any claim of any kind of refund o license fee for locations not utilized by the licensee(s), for any reason whatsoever, shall be entertained later.
- 4.14.4 The Licensee(s) shall pay all Central, State and Local Taxes including GST, duties, license fee, permit fees, ESI, PF or any other statutory payment under Labor Laws etc. as may become payable in accordance with various laws or rules prevalent in

Delhi. However, the Licensee(s) shall produce clearance certificate under various tax laws to the Licensor on demand.

- 4.14.5 The Licensee(s) shall adhere to the local municipal and other laws applicable to catering business already in vogue and coming into force from time to time during the licensed period.
- 4.14.6 The licensee(s) shall not charge any price exceeding MRP printed. The sale price cannot exceed the rate printed as MRP, however, the licensee(s) can sell at lower prices if they desire so. Wherever there are more than one MRP for a product, the lowest MRP in Delhi will be charged. The price of freshly cooked food items need to be prominently displayed suitably so as to enable the visitor to know in advance the price list which may be inclusive/exclusive of GST prominently stated in the price list and price for different cuisine need to be so fixed that it is similar to standard of the analogous restaurant.
- 4.14.7 In case, Licensee(s) need more area for operation of F&B Outlets, the same may be granted by the Licensor as per availability. The Licensee(s) will have to pay for the said additional area as per rates fixed by the licensor for such additional area allotment. The decision of the licensor shall be final and binding in this regard.
- 4.14.8 All F&B Outlets are being offered on As-Is-Where-Is basis. Accordingly, all arrangements inter-alia temporary air-conditioning provisions shall be responsibility of the Licensee(s). All arrangements towards making these locations operational for various utilities such as Electrical, Fire Fighting, Plumbing, Drainage, PNG connection etc. will be the responsibility of the Licensee(s), subject to other terms and conditions of the license agreement.
- 4.14.9 The possession of licensed locations, if needed, for any VVIP event can be taken over back by ITPO for the required duration within the contract period and accordingly the license period of the licensee(s) will be extended for the days the services are interrupted.
- 4.14.10 The F&B Operator(s) selected through this tendering process may be considered for exclusive rights for providing catering services during the exhibitions/ events happening in exhibition halls in Bharat Mandapam during the contract duration under

consideration. However, ITPO shall reserve the rights to allow outside vendor(s) at its sole discretion in case of exceptional circumstances.

- 4.14.11 A Food Quality Control Committee consisting of officials from ITPO and outside experts / food safety department may be constituted by ITPO for ensuring that good quality and hygienic food is served to the visitors visiting Bharat Mandapam during ITPO's events. The committee may consider carrying out surprise inspection of the food stalls set up during any event and may choose to send the randomly picked food samples to authorized food testing labs. If food being served by any of the vendor at the set-up food stalls is found to be substandard or not meeting the quality and hygiene norms prescribed in advance by the Food Quality Control Committee will be liable to be closed with immediate effect and not permitted to operate further during the event. The contractor in whosever's food courts such occurrences happen more than two times will be liable for respective contract termination and to be blacklisted for a period of two years along with forfeiture of all the security deposits lying with ITPO for the said event.
- 4.14.12 Similar F&B locations, if any available for licensing during any event may be licensed on pro-rata basis by calling spot quotations amongst the vendors shortlisted by ITPO in this tendering process.
- 4.14.13 During India International Trade Fair and other occasions, State Pavilions shall be allowed to prepare and showcase State cuisines and separate state food courts shall be set up for the same.
- 4.14.14 It will be mandatory for all F&B Operators to procure all applicable licenses / permissions including Health Trade License from MCD before setting-up stalls in any event. All the food operators, invariably at each stall will be required to prominently display Food Safety and Standards Authority of India (FSSAI) license and Health Trade License procured from MCD at their respective stalls/outlets. In case of any default, penalty @Rs.1,00,000/- shall be chargeable for each such stall /outlet and the stalls/outlet shall be immediately closed and not allowed to operate further during the event.
- 4.14.15 Force Majeure

If at any time, during the continuance of this Contract, the performance in whole or in part, by either party, of any obligation under this Contract is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of State or direction from Governmental Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and lockouts(as are not limited to the establishments and facilities of the Parties), fire, floods, natural calamities or any act of GOD (hereinafter referred to as “Event”), provided notice of happenings of any such Event is given by the affected party to the other, within 7 Calendar days from the date of occurrence thereof, neither Party shall, by reason of such event, be entitled to terminate this Contract, nor shall either Party have any such claims for damages/compensation/costs/expenses against the other, in respect of such non-performance or delay in performance provided the Contract shall be resumed as soon as practicable, after such Event comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may, at its option, terminate the Contract.

4.14.16 Arbitration

- i. In case of any dispute, both the parties shall make all efforts to resolve by way of conciliation process. In the event any doubt, dispute or difference arising out of or in relation to the Contract remains unresolved, both the parties to the Contract will mutually appoint a Sole Arbitrator, in accordance with the Arbitration and Conciliation Act 1996. 9.1.2 The provisions of Arbitration & Conciliation Act, 1996 (as amended from time to time) shall apply to both the parties. 9.1.3 The fee payable to the Arbitrator shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English. 9.1.4 The venue of the arbitration proceedings shall be the Office of ITPO, i.e. Bharat Mandapam, New Delhi.

4.14.17 Jurisdiction

- i. All disputes arising out of and in relation to the contract between the parties herein shall be governed by Laws of India subject to the exclusive jurisdiction of the courts of Delhi only.

4.14.18 Indemnity

The Successful Bidder/Contractor/Agency shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions, losses, damages, expenses, costs and third party claims whatsoever – whether financial or otherwise, including liability for payment of contributions/dues to EPFO/ESIC/Govt. Departments/Local Bodies/Statutory Authorities etc. which ITPO may sustain, incur, suffer or be exposed to at any time during the subsistence of the Contract and subsequent thereto relating to the period of Contract, arising out of a breach by the Successful Bidder, its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract

4.14.19 Confidentiality

- i. The Successful Bidder/Contractor/Agency shall maintain high level of professional ethics and shall not act in any manner, which is contrary to any laws and/or detrimental to ITPO's interest. Contractor/Agency shall treat as confidential any and all data, information and records, obtained/received in the performance/execution of its responsibilities, in strict confidence and shall not reveal such data, information or records to any other person/party without the prior written approval of the ITPO, even after expiry/termination/determination of the Contract. ITPO shall take necessary legal and other remedial actions for infringement of this clause.

4.14.20 Compliance with Statutory Laws

- i. All applicable laws (Central/State/Municipal/Local Laws etc.) including labour laws must be complied with/followed by the contractor/agency.

4.14.21 Intellectual Property Rights (IPR)

- i. ITPO's name/logo/other IPRs shall be the sole and exclusive property of ITPO only. For any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs by the Contractor/Agency and/or their sub-agents/sub-contractors/employees, etc., the Contractor/Agency shall be held solely responsible. ITPO shall not be responsible for any harm or loss caused to any third party because of any such misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs. Contractor/Agency shall indemnify ITPO against any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs and/or any claim(s) relating to infringement of any intellectual property rights committed by them/their sub-agents/sub-contractors/employees, etc. ITPO shall take necessary legal and other remedial actions, as deemed fit, for such violations.

5. Eligibility Criterion

The interested bidder should meet the following minimum qualifying criteria:

5.1 Qualification Requirements

S. No.	Qualification Required	Documentary Evidence
1.	<p>The bidder may a registered Company under the Companies Act, 2013 or Companies Act, 1956.</p> <p>OR</p> <p>Partnership Firm registered under LLP Act 2008</p> <p>OR</p> <p>Sole Proprietorship</p>	<p>In case of a Company the following proof to be provided:</p> <ul style="list-style-type: none"> • Certificate of Incorporation • PAN Card of Company • Memorandum and Articles of Association <p>In case of Partnership the following proof to be provided:</p> <ul style="list-style-type: none"> • PAN Card of Firm • Certified copy of Partnership Deed / Registration • PAN Card of all Partners <p>In case of Sole Proprietorship, the following proof to be provided:</p> <ul style="list-style-type: none"> • PAN Card / Aadhar Card / GST Registration / Driving License / Election Identity Card <p>Details to be provided as</p>

S. No.	Qualification Required	Documentary Evidence
		per Annexure 2 Form along with supporting document.
2.	The bidder should have a minimum average annual turnover of INR 50 Lakh from F&B Business for any three (3) of last five (5) financial years (2019-20,2020-21,2021-22,2022-23,2023-24)	The bidder should attach CA Certificate clearly certifying annual turnover from F&B business for the corresponding financial years and average annual turnover as per Annexure 3
3.	Bidder to fulfil the following criteria:	
a.	<p>The Bidder must demonstrate experience in the Food & Beverages, Catering, Hospitality, or Hotel Industry for a minimum of three (3) years within the last five (5) years, as of the bid submission deadline. This experience must include the provision of services to at least three (3) distinct entities during the specified period. The Bidder shall provide documentary evidence to substantiate compliance with this requirement.</p> <p>Note: The bidder should have a valid FSSAI license as on the date of submission of bid.</p>	<p>Work Order / Agreement / Project Completion Certificate / Invoices</p> <p>to be attached along with Annexure 2 Form</p>
4.	The bidder must also fulfil the following criteria:	
a.	The bidder or any other business entity where it had and /or still has controlling share, should not have been debarred from operating a F&B outlet on	The bidder shall furnish an Affidavit on stamp paper of INR 100/- duly signed and notarized as per Annexure-7 to this

S. No.	Qualification Required	Documentary Evidence
	<p>account of food quality issues by concerned Govt. authorities or should not have been convicted for irregularities concerning F&B outlets under various statues/rules/regulations/orders etc.</p>	<p>effect.</p>
<p>b.</p>	<p>Those F&B operators who have already operated/have been operating any F&B outlet in Bharat Mandapam and who</p> <ul style="list-style-type: none"> • Have not honoured the terms and conditions of the License Agreements; or • Are in litigation/arbitration on a dispute with ITPO in any legal forum for any reasons whatsoever; or • Have outstanding dues payable to ITPO during their F&B operations in Bharat Mandapam or • Have been blacklisted by ITPO/ Any other Govt. Department / Autonomous bodies / PSUs etc. for any reason, <p>Are not eligible to participate in this bid either in his / her / their name(s) or in the name of his/her/their partners, associates, sister concerns, affiliates, administrators, representatives, successors, directors, employees, subsidiary etc. or through any person(s) acting under or through</p>	<p>Operators who have been Licensee(s) of ITPO in the past or are so at present, in respect of F&B outlets(s) in Bharat Mandapam, must give an affidavit as per Annexure-7 duly notarized along with the Technical Bid to the effect they are not debarred from bidding on account of this Point 4 b) Of Eligibility Criteria.</p>

S. No.	Qualification Required	Documentary Evidence
	him/her/them.	
5.	<p>The bidder should be registered under the:</p> <ul style="list-style-type: none"> • The Employee’s Provident Funds and Miscellaneous Provisions Act, 1952 and • Employee’s State Insurance Act, 1948. <p>Bidders exempted from registration under the acts may submit self-undertaking to the same effect daily signed and stamped by the authorized signatory.</p>	<p>Relevant document showing EPF and ESI contribution, including Form 11 of EPF Act, 1952 (In case exemption from PF contribution is to be claimed), may be enclosed as proof.</p>

6. Scope of Work

6.1 Area / Locations Proposed to be Licensed

The Successful Bidder shall operate the following Food and Beverage (F&B) Outlets on temporary basis.

Clusters	F&B Areas	Area Description	Area
Cluster-A	Food Court-1 Near Hall-6	5 nos. x (2m x 5m)	50 Sqm
Cluster-B1	Food Court-2 NTA Opposite Hall 4	5 nos. x (2m x 5m)	50 Sqm
Cluster-B2	Food Court-2 NTA Opposite Hall-4	5 nos. x (2m x 5m)	50 Sqm
Vending Points	4 Vending Points <ul style="list-style-type: none"> • VP 1: Infront of Gate No.4 • VP 2: Infront of Hall 4 • VP 3: Infront of Hall 3 • VP 4: Near Hall 1-2 Foyers 	Each individual Vending Point to have: - 4 nos. x (6 Ft x 6 Ft)	53.5 Sqm
Nakshatra Stalls	Hall No. 11 – 9 Stalls of 10 Sqm Each	(5m x 2m = 10 sqm) x 9 Stalls	90 Sqm

Note: -

- i) The proposed temporary license covers only the area as indicated above and as shown in the enclosed drawing with detailed specifications indicated thereon and no other area within Bharat Mandapam, New Delhi. The Licensee(s) shall use the said licensed premises only for the purpose of operating F&B Outlets subject to the terms and conditions and the guidelines and policies framed by Licensor from time to time, and for no other purpose (hereinafter referred to as “Permitted Purpose”). Apart from licensed premises, no other area inside Bharat Mandapam, New Delhi shall be used by the Licensee(s). No food/beverage are to be served in any manner anywhere outside the designated licensed area.
- ii) Layouts of these proposed locations are attached in Annexure 10 of this RFP.

6.2 Type of Food to be Served

The Successful Bidder is required to cater/serve multi-cuisine meals, including on-the-go food options, Quick Service Restaurants etc.

S.No	F&B Outlet Categorization	Description	
1.	Multi-Cuisine	Quick Service Outlets	Offering a variety of fast-food options such as burgers, sandwiches, fast food confectionaries, non-alcoholic beverages, tea/ coffee, ice-cream, packaged drinking water and snacks from established quick-service restaurants etc.
		Pizza Outlets	Serving a range of pizzas and related products from recognized pizza establishments.
		South Indian Outlets	Outlets specializing in authentic South Indian cuisine.
		Biryani Outlets	Outlets offering various types of biryanis from well-known establishments.
		Chinese / Asia Food Outlets	Outlets serving a range of Chinese and other Asian cuisines.
		Tea / Coffee Cafes	Outlets providing a selection of tea, coffee, and other beverages from well-known establishments.
2.	Other Meals	Outlets offering a variety of meal options such as packaged thalis, Indian regional dishes, beverages, and other food items.	

Note:

The list of food items provided herein is **indicative** and **non-exhaustive**. The bidder may include additional food items. The types of food items specified are expected to generate maximum revenue for the Space and the bidder is encouraged to consider

items that align with consumer preferences and maximize sales potential, while adhering to all relevant legal and quality standards.

6.3 Service

Service with payment through electronic cash register preferably will be permitted. No food is to be served in any manner anywhere outside the designated area. All F&B operators will be mandatorily required to ensure presence of POS machines and instruments enabled with UPI QR codes for accepting payments digitally at all their places of business including all cash/payment counters in all the events being organized at Bharat Mandapam, New Delhi. Non-compliance may attract a penalty of INR 1.00 Lakh per incidence. The occurrence of such events shall be communicated in writing by the Officer-in-charge of ITPO. If such incidences are noticed for more than two times during currency of the contract / event, the contract of F&B operator shall be liable to be terminated with immediate effect and the F&B operator may be considered for debarment for a period of two years from any business dealings with ITPO, as per applicable rules.

6.4 License Fee

- 6.4.1. The Licensee(s) shall pay to the Licensor a fee (hereinafter referred to as “License Fee”) for the Licensed Term. The License Fee shall be equivalent to the fee quoted in Financial Bid. License fee shall be deemed to be inclusive of conservancy charges and no separate conservancy charges shall be payable by the Licensee. In addition, Goods and Services Tax (GST) as fixed by the Govt. from time to time will have to be paid by the Licensee(s) to the Licensor. Presently, the rate of GST is 18% and the licensor will also charge GST on the other services provided to the licensee(s) which shall fall under the purview of GST. In case of any change in GST or any other tax levied by Government, the same shall be followed as per Govt. directions.
- 6.4.2. The license fee and other payments due to be taken from the highest bidder for any event, will be payable by the Successful Bidder, 15 days prior to the date of commencement of the event. If the licensee fails to deposit the license fee by the due date, his / her contract shall be liable to be terminated and the licensee will be debarred for a period of two (2) years from any further business dealings with ITPO and any other business activities in Bharat Mandapam, New Delhi. If the H2 bidder agrees to match the rates

given by the H1 bidder, he / she may be considered for providing F&B services in case of default by the H1 bidder. The tentative date planned for handing over possession of the F&B locations will be one day prior to the date of commencement of the event. **No refund of any manner whatsoever, on account of license fee or any other utility charges will however be entertained in case of any delay in handing over of possession due to any unforeseen circumstances / administrative reasons.**

6.4.3. The minimum reserved license fee for F&B Outlets for entire duration of the license period is as per Clause 6.1

6.4.4. The bidder is required to quote License Fee for F&B Outlets which should be over and above the “Minimum Reserved License Fee” for the entire duration of License Period.

6.5 License Period and Timings of the Outlet

6.5.1. The Licensee(s) shall use the said licensed premises for a period starting from the date of taking over possession and ending on last date of the event. The licensed locations for a particular event need to be handed over back to ITPO by 10:00 A.M. of the next day after last date of the event.

6.5.2. The authorized employees of the Licensee(s) are permitted to enter Bharat Mandapam Complex and remain there from 8:00 a.m. to 9:30 p.m. every day of the license period, however, the F&B Outlets shall be opened to public from 9:00 a.m. to 8:30 p.m. only and in case any employee of the licensee(s) is required to stay beyond such time, for which it is incumbent upon the licensee(s) to take permission from the licensor (ITPO) well in advance.

6.6 Utilities and Other Charges

6.6.1. Licensee(s) is required to make time-bound payments of all dues towards Electricity Supply Commissioning & Consumption Charges, Water Supply Commissioning & Consumption Charges, PNG Supply Commissioning & Consumption Charges, and applicable taxes within 20 days from the date of the invoice / bill.

6.6.2. If any payment towards electricity, water, gas, other utilities, penalties and any other dues remain outstanding beyond 20 days

from the date of the invoice(s)/ bill(s), a penal interest @12% per annum from the completion date of the aforementioned 20 days period shall be chargeable till the date of actual remittance of the balance payable dues.

- 6.6.3. The utility charges inter-alia including Electricity Charges, Water Charges, PNG Charges etc. are subject to revision without any notice retrospectively and the licensee(s) shall be liable to pay the corresponding charges as demanded by the licensor.
- 6.6.4. If the outstanding dues are more than the Security Deposit, the Licensor shall take appropriate action for recovery of balance amount payable to the Licensor along with 12% penal interest at the risk and cost of the Licensee(s). The 12% penal interest shall be chargeable from the date of closure of 20 days period from the date of invoice and upto the date of actual remittance of the balance dues.
- 6.6.5. Details of charges are indicated in Annexure-8 covering electricity, water and gas which are subject to revision without any notice, if rates are revised by a service provider.
- 6.6.6. Licensee(s) shall take possession of all the premises on “as-is where is basis”
- 6.6.7. Charges (non-refundable) as mentioned in Annexure-8 for the entire duration of the license period and charges towards non-metered electricity and water connections are payable in advance with applicable taxes before taking over possession of the locations. The waste disposal from the designated locations to locations outside Bharat Mandapam will be done by ITPO or its authorized agency/representative. However, the Licensee(s) shall have to dispose-off the waste, of its own, at the designated place as communicated by ITPO.

7. Evaluation Criterion

7.1 The bidder who meets the Eligibility Criteria will qualify for Financial Evaluation and will be deemed “Technically Qualified”

7.2 The Technically Qualified Bidders shall quote on the BOQ attached below:

Clusters	F&B Areas	Area	Minimum License Fee
Cluster-A	Food Court-1 Near Hall-6	50 Sqm	6,95,000
Cluster-B1	Food Court-2 NTA Opposite Hall 4	50 Sqm	16,50,000
Cluster-B2	Food Court-2 NTA Opposite Hall-4	50 Sqm	16,50,000
Vending Points	4 Vending Points <ul style="list-style-type: none"> • VP 1: Infront of Gate No.4 • VP 2: Infront of Hall 4 • VP 3: Infront of Hall 3 • VP 4: Near Hall 1-2 Foyers 	53.5 Sqm	5,21,000
Nakshatra Stalls	Hall No. 11 – 9 Stalls of 10 Sqm Each	90 Sqm	4,56,000

7.3 Bidder quoting the highest rate above the Minimum Reserved License Fee will be declared the Successful Bidder.

7.4 An individual bidder may quote for a maximum of 3 clusters and minimum of 1 cluster.

7.5 The bidder quoting the highest License Fee for individual clusters will be declared “Successful Bidder”.

7.6 In the event that no bids are received for any specific location during the bidding process, the said location shall be subjected to a re-tender as per the appropriate conditions. ITPO reserves the right to modify the terms of the re-tender as per its discretion, in accordance with applicable laws and regulations.

Annexure 1: Draft Agreement

Temporary allotment of Food & Beverage (F&B) Outlets at Bharat Mandapam, New Delhi for providing F&B services for New Delhi World Book Fair (1-9 February 2025) and Nakshatra (1-8 February 2025) at Bharat Mandapam, New Delhi

This License Agreement (“Agreement”) has been made and executed at New Delhi on ____ day of _____, 2023.

BY AND BETWEEN

India Trade Promotion Organisation, a Government of India Enterprise, having its office at Pragati Bhawan, Bharat Mandapam, New Delhi – 110001, represented by _____, (hereinafter referred to as the “Licensor” / “ITPO” which expression unless repugnant to the context thereof shall be deemed to include its successors, and assigns) of the first part;

AND

_____ having its registered office at _____, represented by _____, (Designation) _____ (hereinafter referred to as “Licensee”, which expression unless repugnant to the context thereof shall be deemed to include its heirs, executives, administrators, representatives, successors and permitted assigns) of the second part.

The Licensor and the Licensee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS:

- a) The Licensor holds the land and buildings, known as F&B Outlets and Vending Points in Bharat Mandapam Complex, New Delhi and has several F&B outlets with reasonable facilities and infrastructure to provide wholesome, ethnic, authentic Indian/Western/Continental Cuisine/South Indian/ Fast Foods etc. to exhibitors and bonafide visitors to the Bharat Mandapam as specified in tender document.
- b) The term of the Agreement and other terms and condition shall be as per Bid Document containing terms & conditions forming part of the license agreement.

- c) The Terms & Conditions (annexed herewith) of Bid Document and subsequent Corrigendum /Addendum, Award Letter, Resolution of the company in original (herein referred to as Licensee) authorizing executants(s) to sign/enter into agreement with the Licensor (ITPO), Annexure-8 (charges applicable for various services / utilities), Layout Plan of the licensed premises shall be integral part of this Agreement.

IN WITNESS WHEREOF THE parties hereto have set their hands on this ____ day of____, 2024 first herein before mentioned.

Signed and delivered on Behalf of Licensor

Signed and delivered on Behalf of Licensee

By Shri _____

By Shri _____

WITNESS 1

WITNESS 1

Signature

Signature

Name

Name

Address

Address

WITNESS 2

WITNESS 2

Signature

Signature

Name

Name

Address

Address

TERMS & CONDITIONS FORMING PART OF LICENSE AGREEMENT

1. OBJECTIVE

The Licensee(s) shall use the said Licensed Premises only for the purpose of operating Food and Beverages Outlets subject to the terms and conditions and the guidelines and policies framed by Licensor from time to time, and for no other purpose (hereinafter referred to as “Permitted Purpose”). Apart from licensed premises, no other area adjacent to F&B outlet and / or inside Bharat Mandapam shall be used by the Licensee(s).

2. TERM OF LICENSE

- i. The term of the license will be for a period as prescribed in the RFP unless earlier terminated/cancelled/revoked by the Licensor.
- ii. The Licensee(s) shall be deemed to have vacated the Licensed Premises within one (01) day of termination or expiry of the License Period and shall thereafter have no right to access the Licensed Premises. In such cases, the Licensor will be at liberty to deny entry of Licensee(s) into the Licensed Premises and get the Licensed Premises vacated including disconnection of water, electricity, PNG and other facilities to which the Licensee(s) shall have no right to object. Further, the Licensor will also have right to seal the premises if the possession of the premises is not handed over after the expiry or termination/ cancellation of Agreement. Any issue of licensee(s) seeking resolution may be limited to financial compensation as per the other terms of the agreement.
- iii. On expiry/revocation/cancellation/termination of the License, the Licensee(s) shall hand over peaceful vacant possession of the Licensed Premises in good condition to the Licensor along with fixtures, fittings, equipment & furniture etc. provided by the Licensor at the time of allotment or thereafter (an inventory of which will be prepared and signed by the Licensee(s) at the time of taking over possession of the premises), failing which Licensor shall take over possession and the Licensee(s) shall not have any claim on the goods left in the premises.

- iv. Licensee(s) shall reimburse any loss or damage to the property and equipment of Licensor as per the assessment of Licensor's Engineering Division after verification preferably within 2 days from the date of vacation of the premises, along with damages/liquidated damages at the rates to be decided by the Licensor for the period required / taken to repair the property equipment(s).

3. AREA & FACILITY

- i. The area of the F&B outlets specified in the layout plans / drawings is to be used only for the specified purposes. No change in this regard will be permitted. No unauthorized areas adjacent to the outlet shall be used.
- ii. Additional fixtures, even temporary within the licensed area for preparation, servicing, catering or any other purpose shall be permitted with prior approval of ITPO.

4. OPERATION

- i. The right of admission to Bharat Mandapam including in the outlet is reserved by the Licensor as per terms and conditions laid down from time to time. The service from the outlet will be restricted to Organisers, participants, visitors and service providers of Exhibition, Convention, Conference or other Events held inside Bharat Mandapam, employees of ITPO and other Organizations for the ongoing fairs and exhibitions and other related activities and all persons authorized entry into Bharat Mandapam for bonafide purposes/ operation within Bharat Mandapam only. None of these categories of authorized visitors to Bharat Mandapam will be denied service from the outlet.

The Licensee(s) shall use the Licensed Premises strictly for serving food/ beverages to the exhibitors and visitors to fairs / exhibitions and other related activities in Bharat Mandapam. The Licensee(s) is strictly prohibited from using the premises for catering to outside parties, holding/ organizing seminars, conferences, fairs/ exhibitions or any other trade promotion and trade related activities, banquets, reception, DJ, marriage and other religious ceremonies and

rituals as well as functions having such connotations in the Licensed Premises, during the term of the License. The list is indicative in nature and not exhaustive and decision of Licensor in this regard will be final and binding. No direct booking will be accepted by the licensee(s) except for supporting the trade promotion and other related activities permitted by the licensor.

- ii. The Licensee(s) has no right on the land or Licensed premises.
- iii. The Licensed Premises are public premises as defined in the Public Premises (Eviction of Unauthorized Occupants) Act 1971 and fall within the jurisdiction of the Estate Officer, Bharat Mandapam New Delhi-110001. The rules framed in PP Act, as amended from time to time, shall be applicable for all matters in respect of the said Licensed Premises.
- iv. The Licensee(s), at its own cost, shall be responsible for the maintenance, high standard of cleanliness, sanitation, hygiene in the premises continuously and for repair and maintenance of fixtures, fittings and additional facilities such as electricity, water and piped natural gas connections. The Licensee(s) shall also ensure prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source of infection or unhygienic condition etc.
- v. The Licensee(s) shall give special attention to the way his employees receive visitors and render services ensuring good hospitality, congenial and pleasant atmosphere. Special care shall be taken for the employee's health and to ensure that all the workers/employees employed in the premises are medically fit and that they do not suffer from any contagious, loathsome or infectious disease.
- vi. The authorized employees of the Licensee(s) are permitted to enter into Bharat Mandapam complex and remain during the period 8.00 a.m. to 9.30 p.m. every day, however, the Outlet shall be opened to public from 9.00 a.m. to 8.30 p.m. only and in case any employee of the Licensee(s) is required to stay beyond such time, for which it is incumbent upon the Licensee(s) to take permission from the Licensor well in advance.

- vii. The operator shall ensure that eatable items sold/served from the premises are of requisite hygienic and quality standards and conform to the provisions of the Prevention of Food Adulteration Act and any other guidelines, regulations, standards etc. issued by concerned Government Authorities from time to time. The licensee(s) shall be solely liable for any action or penalty imposed by relevant authorities in this regard.
- viii. The Licensee(s) shall also conform to the Food Safety and Standard Acts, Regulations, Bye-laws enacted thereunder and specifically to the guidelines on hygiene and sanitary practices provided under requisite schedule of Notification dated 1st Aug. 2011 of Ministry of Health and Family Welfare- Food Safety and Standards (Licensing and Registration of Food Business) Regulations 2011 and obtain requisite registration/license/permission to the satisfaction of Licensor before commencing his/her/their operations.
- ix. Officials or representatives/appointed agency of Licensor may, at any time, monitor the quality of raw material, food items and standards of facilities and interiors, exteriors of the premises etc. The licensee(s) shall assist/co-operate with the Licensor's officials in this regard.
- x. Printed menus with rate list to be made available inside the outlet. No Hand Bills / Stickers are allowed to be displayed or distributed anywhere in the premises or outside.
- xi. The serving of pork & beef is strictly prohibited in the licensed premises.
- xii. The Licensee(s) shall not place or permit placement of any advertisement, notice frames, pictures, decorations, pay telephones, weighing or vending machines or manual or mechanical/electrical devices or contrivance for commercial gains. Boards/Banners/Hoardings/Posters etc. promoting any individual's location/outlet in Bharat Mandapam or at any of the Gates or near the outlet is not permitted.

- xiii. The Successful Bidder is required to cater/serve multi-cuisine meals, including on-the-go food options, Quick Service Restaurants etc.

S.No	F&B Categorization	Outlet	Description
1.	Multi-Cuisine	Quick Service Outlets	Offering a variety of fast-food options such as burgers, sandwiches, fast food confectionaries, non-alcoholic beverages, tea/ coffee, ice-cream, packaged drinking water and snacks from established quick-service restaurants etc.
		Pizza Outlets	Serving a range of pizzas and related products from recognized pizza establishments.
		South Indian Outlets	Outlets specializing in authentic South Indian cuisine.
		Biryani Outlets	Outlets offering various types of biryanis from well-known establishments.
		Chinese / Asia Food Outlets	Outlets serving a range of Chinese and other Asian cuisines.
		Tea / Coffee Cafes	Outlets providing a selection of tea, coffee, and other beverages from well-known establishments.
2.	Other Meals	Outlets offering a variety of meal options such as packaged thalis, Indian regional dishes, beverages, and other food items.	

Note:

The list of food items provided herein is **indicative** and **non-exhaustive**. The bidder may include additional food items. The types of food items specified are expected to generate maximum revenue for the F&B Outlets, and the bidder is encouraged to consider items that align with consumer preferences and maximize

sales potential, while adhering to all relevant legal and quality standards.

- xiv. Segregation of waste material will also be undertaken by Licensee(s) as per local rules and regulations. Licensee(s) shall collect all garbage in bags/boxes/trolleys permitted as per the guidelines of the Licensor. The collected garbage shall be kept at designated locations by Licensee(s) that shall be disposed of by the Licensor outside of Bharat Mandapam.
- xv. The Licensee(s), his agents and employees shall observe/performance and comply with all applicable laws/rules and regulations of Shops and Establishment Act, Factory Act, Industrial Disputes Act, Minimum Wages Act, Labour Laws and the provision of any statutory law applicable to the Licensee(s) including any rules and regulations made by Licensor or any other department of Government of NCT of Delhi or Local Body or administration as applicable from time to time to the business which the Licensee(s) is allowed to carry on under this Agreement and to the area in storage, sanitation, cleanliness product quality and disposal of water and waste material etc.
- xvi. The packaging of the food items served/sold by the Licensee(s) at Bharat Mandapam should bear the name/logo of the Licensee(s).
- xvii. Only Portable water will have to be served in the F&B Outlets.

5. FOOD TO BE SERVED IN THE OUTLET

The Licensee(s) shall provide food options as mentioned in Scope of Work 6.2 of this RFP. The food should be provided at reasonable rates as those charged by equivalent outlet in the vicinity.

6. SERVICE AT THE OUTLET

All employees of the Licensee(s) will always be in proper and clean uniform with identification badges, and they will carry Photo Identity Cards issued by Licensor while on duty at Bharat Mandapam.

7. OPERATIONAL REQUIREMENTS FOR THE OUTLET

- i. The Licensee(s) shall have to use state-of-the-art, modern, modular kitchen equipment as is being currently used in international standard restaurants and multi-cuisines restaurants in Delhi/ NCR. The modular kitchen equipment should be in the form of an open kitchen visible to the customers. Proof of such experience and a list of typical equipment proposed to be installed / operated with technical specifications will have to be supplied along with photographs to the Licensor.
- ii. The mezzanine floors of Hall 2, Hall 4, Hall 5 and area K11 are designated for exclusive use as kitchen space for the duration of the event. All kitchen-related operations, including food preparation, storage, and related activities, must be confined to these areas. The allocation of these spaces is subject to compliance with all applicable health, safety, and food hygiene regulations. The tenants/licensees shall ensure that these areas are used strictly for the intended purpose and maintained in good condition throughout the event.
- iii. Use of gas cylinders, coal, firewood etc. is not permissible. Piped Natural Gas (PNG) available in the outlet will have to be used on payment basis. In case coal or firewood is essential for particular cuisines, special written permission will have to be taken from the Licensor subjected to clearance from the Delhi Fire Service which shall be obtained by the Licensee(s) after compliance relating to additional equipment etc., if any, at his own cost and for specific area.
- iv. The Licensee(s), if required, will have to use only equipment using electricity like Microwave oven, hot plate, etc. for heating / re-heating of food items to ensure safety. The list of equipment will have to be got approved in advance from Licensor and adequate electrical load must be got pre sanctioned from the Licensor.
- v. All communications to the Licensor must be sent on the letterhead of the Licensee(s) under the signature of the authorized signatory whose name & designation must be mentioned in the letter. Letter without name & designation of the authorized signatory and letters on plain paper would not be

entertained. All notices / communications shall be sent by the Licensor at the address first mentioned above. The name along with the photograph of the authorized signatory by the company should be informed in writing on company's letterhead to the Licensor. All notices / communications shall be sent to the Licensee(s) at the address mentioned by them at the time of allotment. Any change in the address should immediately be informed to the Licensor.

8. LICENSE FEE & SECURITY DEPOSIT

i. License Fee:

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

- a) The Licensee(s) shall pay to the Licensor a License Fee of INR _____ as agreed to for payment for the Licensed Term (hereinafter referred to as "License Fee") in addition to the Goods & Services Tax (GST) and other Govt. levies, as applicable, from time to time. License fee shall be deemed to be inclusive of conservancy charges and no separate conservancy charges shall be payable by the licensee.
- b) The license fee and other payments due to be taken from the highest bidder for any event, will be payable by the allottee, 15 days prior to the date of commencement of the event. If the licensee fails to deposit the license fee by the due date, his / her contract shall be liable to be terminated and the licensee being debarred for a period of two (2) years from any further business dealings with ITPO and any other business activities in Bharat Mandapam, New Delhi. If the H2 bidder agrees to match the rates given by the H1 bidder, he may be considered for providing F&B services in case of default by the H1 bidder. The tentative date planned for handing over possession of the F&B locations will one day prior to the date of commencement of the event. **No refund of any manner whatsoever, on account of license fee or any other utility charges will however be entertained in case**

of any delay in handing over of possession due to any unforeseen circumstances/ administrative reasons.

ii. Security Deposit:

- a) In addition to the entire License Fee to be paid in advance, to the Licensor, the Licensee(s) will also be required to deposit with the Licensor, interest free (refundable/adjustable) Security Deposit for respective locations through a bank draft/ NEFT/ RTGS Fund Transfer in favour of ITPO payable at Delhi before taking over the possession of the outlet.

The waste from the designated locations for disposal outside the Bharat Mandapam will be made by ITPO or its authorized agency/representative. The utility services` charges are subject to revision without any notice.

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

9. PAYMENT OF DUES AND RATES & TAXES

- i. Licensee(s) is required to make time-bound payments of all dues towards Electricity Supply Commissioning & Consumption Charges, Water Supply Commissioning & Consumption Charges, PNG Supply Commissioning & Consumption Charges, and applicable taxes, within 20 days from the date of the invoice/ bill.

- a) If any payment towards electricity, water, gas, other utilities, penalties and any other dues remain outstanding beyond 20 days from the date of the invoice(s)/ bill(s), a penal interest @ 12% per annum from the completion date of the aforementioned 20 days` period shall be chargeable till the date of actual remittance of the balance payable dues. The claim of the Licensee(s) to the goods lying at the locations would not be entertained.

- b) The utility charges inter-alia including Electricity Charges, Water Charges, PNG Charges, etc. subject to revision without any notice retrospectively and the licensee(s) shall be liable to pay the corresponding charges as demanded by the licensor.
 - c) If the outstanding dues are more than the Security Deposit, the Licensor shall take appropriate action for recovery of balance amount payable to the Licensor along with 12 % penal interest at the risk and cost of the Licensee(s). The 12% penal interest shall be chargeable from the date of closure of 20 days` period from the date of invoice and up to the date of actual remittance of the balance dues.
 - d) If the outstanding dues are more than the Security Deposit, the Licensor shall take appropriate action for recovery of balance amount payable to the Licensor along with 12% penal interest at the risk and cost of the Licensee(s). The 12% penal interest shall be chargeable from the date of closure of 20 days` period from the date of invoice and up to the date of actual remittance of the balance dues.
 - e) Details of the charges are indicated in **Annexure-8** covering electricity, water and gas which are subject to revision without any notice, if rates are revised by a service provider.
 - f) Licensee(s) shall take possession of all the premises on **'as is where is basis'**.
 - g) Charges (non-refundable) as mentioned in **Annexure-8** for entire duration of the license period and charges towards non-metered electricity and water connections are payable in advance along with applicable taxes before taking over possession of the locations. The waste disposal from the designated locations to locations outside the Bharat Mandapam will be done by ITPO or its authorized agency/representative. However, the Licensee(s) shall have to dispose-off the waste, of its own, at the designated place as shown in the layout.
- ii. No part of the paid license fee and Security Deposit are refundable in the event of cancellation/revocation of the license by the Licensor / Licensee(s).**
- iii. The Licensee(s) shall pay all Central, State and Local Taxes including GST, duties, license fees, permit fees, ESI, PF or any

other statutory payment under Labour Laws etc. as may become payable in accordance with the various laws or rules prevalent in Delhi. However, the Licensee(s) shall produce clearance certificate under the various tax laws to the Licensor on demand.

- iv. The licensee(s) shall adhere to the local municipal and other laws applicable to the catering business already in vogue and coming into force from time to time during the licensed period.
- v. The licensee(s) shall not charge any price exceeding MRP printed on the item on sale. The sale price cannot exceed the rate printed as MRP. The companies can sell at lower prices if they desire so. Wherever there are more than one MRP for a product, the lowest MRP in Delhi will be charged. The price of freshly cooked food items needs to be prominently displayed suitably so as to enable the visitor to know in advance the price list which may be inclusive/exclusive of GST prominently stated in the price list and price for different cuisine need to be so fixed that it is similar to standard of the analogous restaurant.

10. **ENTRY & EXIT PARKING**

- i. The Licensee(s) shall abide by all the instructions / regulations issued by the Licensor with respect to entry and exit of the material / personnel / representatives and visitors from time to time.
- ii. Entry of vehicles inside Bharat Mandapam is not permitted during the fair/exhibition hours. Only limited number of essential service vehicles, with valid service pass, shall be allowed entry.
- iii. The Licensee(s) shall be issued a maximum of adequate entry passes for each allotted location F&B locations their officials/ employees including sanitation staff to support the minimum operations.
- iv. Licensed premises shall not be used for residential purposes by the Licensee(s) or its employees. Only personnel deployed for night security of the premises will be permitted to stay back in the night hours. A list of such personnel with their details may be sent to

Security Division of ITPO.

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

11. **SAFETY AND SECURITY**

- i. The Licensee(s) shall arrange at its own cost the security of the Licensed Premises and inventory thereof and the Licensor shall not be responsible in any manner whatsoever for the security of the Licensed Premises and the goods stored therein. The licensee(s), if required shall arrange to install adequate numbers of CCTV cameras covering important areas like cooking area, stores, etc. with sufficient recording and monitoring capacity.
- ii. The Licensee(s) shall make appropriate arrangement and install adequate fire-fighting equipment in accordance with Delhi Fire Service bye laws at its own cost and ensure that they are periodically checked and maintained. The Licensor shall have the right to get the installed equipment checked / monitored from Delhi Fire Service or any other approved agency at the cost of the Licensee(s) if felt appropriate during the period of License. The Licensee(s) will also obtain NOC from Delhi Fire Service in respect of allotted licensed premises

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

- (1) The licensee(s) should install 10 sets of Fire extinguishers and maintain them in healthy condition. The description of the fire extinguishers is as under:
 - a. K Type fire extinguishers – 10 nos.
 - b. CO₂ (4.5 KG) – 5 nos.
 - c. Mechanical Foam (9 litres) – 5 nos.
- (2) PNG leakage detector should be installed at strategic locations to detect and give alarm in case of PNG leakage. Provision for auto cut off PNG supply in case of any leakage should be provided.

- (3) All the exit and passage should be un-obstructed and exit signage should be put at every exit point.
 - (4) Five pieces of gel or fire blanket should be kept at specific locations.
 - (5) No flammable articles should be stored inside the outlet and garbage/leftover should be cleared on daily basis.
 - (6) The licensee(s) should deploy appropriate numbers of fire guards during the events.
- iii. The Licensee(s) shall also ensure that its employees promptly evict inebriated, rowdy and other anti- social elements as and when the need so arises in order to maintain decorum in the premises.
 - iv. The Licensee(s) and its employees shall comply with any special instructions issued from Licensor / Delhi Police / Security Agencies including those about security from time to time.
 - v. Requisite license to operate F&B outlet in Bharat Mandapam will have to be obtained from Delhi Police/MCD etc. before start of operation in the licensed premises in the name of company concerned/in the name of Proprietor/in the name of the authorized representative.

12. DAMAGES AND PENALTY

- i.** The Licensee(s) shall confine their activities within the Licensed Premises and in no case will they be permitted to deviate/ increase/ alter from the same. If any deviation is found on inspection by Licensor or Licensor's representative(s), the Licensee(s) shall be liable to pay penalty for violation of tender terms as per Clause 12 (ii) mentioned below.
- ii.** Penalty as deemed fit will be imposed by the Licensor for any breach/ non-compliance/violation identified for imposition of Penalty, which may not preclude termination of license without any notice.

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

- (1) For 1st violation- warning will be given.
 - (2) For 2nd violation- penalty of Rs.1,00,000/- plus applicable GST shall be imposed.
 - (3) In case of 3rd violation, penalty of Rs.1,50,000/- plus applicable GST shall be imposed and in case of non-payment of these penalties, the outlet will be sealed and electricity, PNG and water etc. supply will be disconnected.
- iii.** The vendor will deploy their own manpower, cleaning equipment and janitorial resources for housekeeping and pick-up vehicles for garbage collection and dumping to the sites (within Bharat Mandapam premises) earmarked by ITPO for garbage dumping. The Licensee(s) shall abide by all directions issued by the Licensor in order to maintain and upkeep the premises in a proper state of cleanliness and hygiene in and around the outlets and will ensure the compliance of all rules and regulations with regard to the conditions of food quality/standards, sanitation, cleanliness and hygiene, failing which penalty of INR 1,00,000/- per incidence of default, shall be chargeable. The decision of the Licensor thereon shall be final and binding.
- iv.** Printed menus with rate list are to be made available inside the outlet by the licensee(s). No Hand Bills / Stickers are allowed to be displayed or distributed anywhere in the premises or outside. Non-compliance may attract the penalty of INR 25,000/- per incidence of default. The decision of the Licensor thereon shall be final and binding.
- v.** Use of LPG Gas Cylinders / Tandoor at any unauthorized location is strictly prohibited. Non-compliance may attract the penalty as given below:
- a. INR 1,50,000/- for use of Tandoor/open flame inside the Halls or any unauthorized location(per incidence);
 - b. INR 1,00,000/- for usage of LPG Gas Cylinder (per incidence);

The decision of the Licensor thereon shall be final and binding.

- vi.** The Licensee(s) shall comply with the Terms and Conditions as laid down in the Agreement or specified from time to time by Licensor. On any violation/ non-compliance of terms & conditions of the agreement and/ or bid document, the Licensor will be free to terminate / cancel the license agreement and in such a situation no refund towards license fee, security deposit and other deposits towards services will be permissible. The decision of the Licensor in this regard will be final and binding.
- vii.** The Licensee(s) shall not cause damage to any structure, installation, fixture, device, etc. in Bharat Mandapam and in the event of any damage being caused to the same intentionally or otherwise, by the Licensee(s) or his employees or invitees or customers, the Licensee(s) shall make good of any such damage so caused to the satisfaction of the Licensor and / or the Licensor shall be entitled to repair the damage or make the requisite replacement and call upon the Licensee(s) to reimburse cost thereof forthwith or on demand by Licensor.
- viii.** The Licensor is at liberty to forfeit the Security Deposit/ to adjust/offset the dues payable to Licensor by the Licensee(s) after due Notice to the Licensee(s) by the Licensor.

13. **GENERAL**

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

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

consequences as in case of assignment including termination of the License and forfeiture of License Fee and security deposit.

- ii.** The Licensor shall have the right to grant rights and privileges to any other parties similar to the ones enjoyed by the Licensee(s) within the Bharat Mandapam without any restriction whatsoever.
- iii.** The Licensee(s) shall be solely liable towards any complaints, or any action taken by any person against quality of food and beverage served, or other services rendered by the Licensee(s), or behaviour of its employees, staff and supervisors at the Licensed Premises.
- iv.** The Licensor does not recognize any association of the Licensee(s) and in case any clarification of the Terms and Conditions of the License or modification thereof, such clarification should be sought by the Licensee(s) alone and no collective representation will be entertained.
- v.** The Licensee(s) shall maintain a complaint book/visitor book / suggestion box at a prominent place in the Licensed Premises and in such a way that it is easily accessible to any person who wishes to record any complaint/suggestion and the said details/book shall be open for inspection to the Licensor, as and when demanded.
- vi.** In case of any strike or lock-out either in the Bharat Mandapam or in the Licensed Premises or for security reasons, if the Licensee(s) is unable to function or its business is affected, the Licensor shall not be liable for any loss which the Licensee(s) may suffer. In such an event, the Licensee(s) shall not be entitled to any reduction in the License Fees or any other compensation, whatsoever in nature.
- vii.** The Licensee(s) shall engage only such persons who will have good character/behaviour and are skilful in their business. The Licensee(s) shall furnish the Licensor in writing the names, parentage, age, residential address, specimen signature, biometric data, photographs etc. & all such particulars of all employees whom he/she proposes to employ for the purpose of this Agreement before they are so employed. Complete data for

these persons (as per the form prescribed by the Licensor along with soft copy) will be made available to the Licensor. The Licensor shall have the right to forbid the employment of any person who it may consider unsuitable and forbid his/her entry in Bharat Mandapam. Decision of the Licensor shall be final and binding in this regard. The persons employed by the Licensee(s) shall be under the general discipline of the Licensor and shall conform to such directions as may be issued by the Licensor in respect of points or routes of entry to and exit from the premises and in respect of use of toilets etc.

- viii.** In the event of the Licensee(s) being prohibited/refrained from selling one or more of its articles in the Licensed Premises because of any Government Laws/ Rules/ Regulations/ Orders of Central Govt. or Govt. of NCT, Delhi, the Licensor shall not be liable for any loss suffered by the Licensee(s) and in such an event the Licensee(s) shall not be entitled to any reduction in the License Fees etc.
- ix.** Gambling, disco, dancing, karaoke, jam session, cabaret and other similar activities different from service of food & beverages are strictly prohibited in the licensed premises. Any violation of this clause will result in summary cancellation / revocation of license.
- x.** Licensor reserves the right to withdraw / temporarily suspend the use of specified area of the allotted premises due to security reasons, VIP movement or for meeting any other statutory obligations. No license fee of that period shall be refunded in this regard and no compensation in terms of grant of extra period beyond license term shall be considered by Licensor in this case.
- xi.** Use of plastic bags etc. in Bharat Mandapam is strictly prohibited as per direction of Govt. of NCT Delhi.
- xii.** The possession / premises shall be allotted on “AS IS WHERE IS BASIS”.
- xiii.** Emergency lights in working condition must be available in all individual eating area in the outlet.

- xiv.** The Licensee(s) shall not put up or permit to be put up on any exterior part of the location or in upon the windows, doors or glass panels, any curtains, banners, placards, posters, signs or other advertisements whatsoever, of any products or brands not sold at locations, without the prior consent in writing of ITPO and at the request of ITPO or its agents, to remove any of such items inside the location to which ITPO may object and at the end of the license term to remove all such items put up by the Licensee(s) at the location and make good all damage caused by their removal.
- xv.** The licensee(s) shall not require paying any separate property tax to ITPO or to the government bodies on account of the locations licensed under the current contract agreement. ITPO shall pay property tax to the concerned authorities.
- xvi.** The possession of licensed locations, if needed, for any VVIP event can be taken over back by ITPO for the required duration within the contract period and accordingly the license period of the licensee(s) will be extended for the days the services are interrupted.
- xvii.** The vendor(s) selected through this tendering process may be considered for exclusive rights for providing catering services during the exhibitions/ events happening in exhibition halls in Bharat Mandapam during the contract duration under consideration. However, ITPO shall reserve the rights to allow outside vendor(s) at its sole discretion in case of exceptional circumstances.
- xviii.** A Food Quality Control Committee consisting of officials from ITPO and outside experts / food safety department may be constituted by ITPO for ensuring that good quality and hygienic food is served to the visitors visiting Bharat Mandapam during ITPO's events. The committee may consider carrying out surprise inspection of the food stalls set up during any event and may choose to send the randomly picked food samples to authorized food testing labs. If food being served by any of the vendor at the set up food stalls is found to be substandard or not meeting the quality and hygiene norms prescribed in advance by the Food

Quality Control Committee will be liable to be closed with immediate effect and not permitted to operate further during the event. The contractor in whosever's food courts such occurrences happen more than two times will be liable for respective contract termination and to be blacklisted for a period of two years along with forfeiture of all the security deposits lying with ITPO for the said event.

- xix.** Similar F&B locations, if any available for licensing during any event may be licensed on pro-rata basis by calling spot quotations amongst the vendors shortlisted by ITPO in this tendering process.
- xx.** During India International Trade Fair and other occasions, State Pavilions shall be allowed to prepare and showcase State cuisines and separate state food courts shall be set up for the same.
- xxi.** It will be mandatory for all Food Stall Operators to procure all applicable licenses / permissions including Health Trade License from MCD before setting-up stalls in any event. All the food operators, invariably at each stall will be required to prominently display FSSAI license and Health Trade License procured from MCD at their respective stalls/outlets. In case of any default, penalty @INR 1,00,000/- shall be chargeable for each such stall /outlet and the stalls/outlet shall be immediately closed and not allowed to operate further during the event.

14. **INSURANCE**

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

- i.** The Licensee(s) will be required to obtain comprehensive insurance policy of the outlet against all risks for a suitable amount. It shall be the responsibility of Licensee(s) to ensure that the insurance policy remain effective without any break during the period of License.
- ii.** The Licensee(s) shall also obtain suitable comprehensive insurance policy including but not limited to personal

liability insurance, fire insurance, natural calamities insurance for its employees / visitors / customers and keep it alive during the term of License.

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

15. INVENTORY OF ALL FIXTURES & FITTINGS

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

16. INTERIORS, FURNISHING AND FAIR BUSINESS PRACTICES:

i. Interiors and Furnishing:

- a) No construction /addition / alteration can be carried out inside the outlet without Licensor's priorwritten consent and permission.
- b) Additional fixtures and interior decorative items to be fixed inside the allocated area shall be permitted by the Licensor, against a specific request made with drawing in detail, after obtaining written permission from the Licensor. On the expiration or termination of this Agreement, as the case may be, the Licensee(s) shall remove such temporary fixtures from the Licensed Premises and restore the premises to the original condition at his own cost after removal of additional fixtures and interior decorative items to the satisfaction of the Licensor.
- c) The Licensee(s) shall file a copy of the proposed plans of interior decoration, if any, for Licensor's prior approval before the commencement of the works.

ii. Fair Business Practices:

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

17. INDEMNITY

- i.** The bidder/service provider shall indemnify ITPO against any claims, damages, loss or penalty including costs thereof in case of liability arising out of any accident/incident involving manpower deployed by him/it.
- ii.** ITPO will not be responsible for any injury sustained by bidder/ service provider's personnel during the performance of its/their duties and also any damage or compensation due to any dispute between them and it's personnel. Any expenditure incurred by ITPO to handle the situation arising out of the conduct of personnel deployed by the bidder /service provider will be made good from Security Deposit/Bills of the bidder /service provider and recovered in accordance with law.
- iii.** In case of injury or loss of ITPO staff due to any act or deed of successful bidder's employee or due to an accident, the successful bidder shall arrange to pay ITPO employee or his legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the successful bidder. The legal costs will also be borne and paid by the successful bidder.
- iv.** The bidder shall also indemnify to ITPO for making good any claim/penalty /loss or damages including costs thereof in respect of any breach or violation of any of the provisions of any law including labour laws governing the employee of the bidder. In case of failure to make good above losses / expenses to ITPO, the same shall be deducted from the monthly bills / security deposited / future payments due to the bidder.

- v. The service provider shall indemnify ITPO against third Party claims arising out of equipment malfunctioning/mishandling on the part of personnel provided by the Service Provider. The Service Provider shall also indemnify to reimburse any theft, loss or damage by his personnel to ITPO personnel or property including machinery, equipment or buildings. In case, any such amount is not deposited/paid to ITPO, the same shall be deducted from Security Deposit/Bills/Future payments to the Service Provider.
- vi. Contractor/Agency shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions, losses, damages, expenses, costs and third party claims whatsoever – whether financial or otherwise, including liability for payment of contributions/dues to EPFO/ESIC/Govt. Departments/Local Bodies/Statutory Authorities etc. which ITPO may sustain, incur, suffer or be exposed to at any time during the subsistence of the Contract and subsequent thereto relating to the period of Contract, arising out of a breach by the Contractor/Agency, its sub- contractors, sub-agents, employees, etc. of any of its obligations under the Contract.

18. TERMINATION / REVOCATION OF LICENSE

- i. In case of default of any of the terms stipulated herein or breach of any of the Terms and Conditions of the License Agreement or if any legislation prohibiting or restricting such terms is imposed or impending, the Licensor shall be entitled to revoke / cancel / terminate the License granted under this Agreement with immediate effect, without any prior notice to the Licensee(s). In such an event, the Licensee(s) will not be entitled to any refund of license fee and the Security Deposits. The Licensee(s) undertakes to vacate the Licensed Premises immediately or as directed by the Licensor.
- ii. The licensor reserves the rights to revoke / cancel / terminate the License granted under this Agreement for convenience by giving prior written notice of 3 calendar days. Under such circumstances, refunds on pro-rata basis will be considered

wherever applicable.

- iii.** Any act of the Licensee(s) which results in violation of Agreement or any of the Terms and Conditions contained therein or instructions of the Licensor, shall give Licensor the right to forfeit the entire amount of the security deposit in addition to the right to terminate the Agreement without any notice including making good the expenditure / cost, if any, incurred by the Licensor in this regard.
- iv.** Upon the expiry of the Licensed Term or earlier termination of the License for any cause whatsoever, the Licensee(s) shall have no right, title, interest to use the said Licensed Premises. The Licensor shall have undisputed right to make use of the said Licensed Premises at its discretion thereafter and to grant license and/or further rights of the Licensed Premises to any third person or any other party(ies). It will be lawful for the Licensor without notice to enter upon the Licensed Premises after the revocation of the License on termination/expiry of this Agreement. The Security Deposit shall be refunded by the Licensor to the Licensee(s) only on expiry of the Licensed Term after deducting / adjusting any outstanding dues including dues of electricity, water, damage charges, if any, and any other unpaid bill / fee etc.
- v.** The Licensee(s) may also, without assigning any reason, surrender the License and terminate this Agreement after giving a prior written notice to the Licensor, but in such an event the Licensor shall not refund the paid License Fee and the Security Deposit or any part thereof.
- vi.** Revocation of License and termination of this Agreement for any reason whatsoever shall not absolve the Licensee(s) from responsibilities, liabilities for damages and/or payments accrued prior to the Termination of this Agreement.
- vii.** (a) The outlet is only meant for serving food & beverages to the authorised visitors and has to be used only for such purposes. It is not an exhibition area and as such no such standalone activity can be carried out, even if it is one of trade promotional activities.
(b) No open space can be occupied for any activity.

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

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

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

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

x. In case if it comes to notice that information/documents furnished

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

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

- (a) For any failure to maintain cleanliness and hygienic conditions in and around **F&B Outlets** or the quality of food and Beverages served being unsatisfactory.
- (b) Organising any unauthorized functions and any encroachment.
- (c) Delay in payment of dues.
- (d) Any deviation/ increase/ alteration from the approved area or not confining the activities within the licensed premises and for using unauthorized areas adjacent to the outlet.
- (e) Any subletting, assigning or permitting or sub-contract of any description or enter into any management agreement or similar arrangements with regard to the use of the Licensed Premises or part thereof to any person/party including, without limitation, its subsidiary – sisters concern, affiliates, etc., or any change in the management, control, composition, constitution or ownership of the Licensee(s) shall be deemed to be an assignment for the purpose of this Agreement and shall be treated as gross violation of Clause 13.1.
- (f) For using the licensed premises for any other purpose than for what it is allotted.

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

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

(1)	Refund	In case the Licensee(s) vacates the Licensed Premises before the expiry of the License Period, the Licensor will not refund any part of the License Fee, Security Deposit to the Licensee(s).
(2)	Smoking Prohibited	Smoking and sale of cigarette/ bidi, chewing of paan, paan masala, gutaka & other similar items, are not allowed. Sale & consumption of any form of intoxicant substances banned under law is strictly prohibited.
(3)	Exit Permit	On expiry/cancellation/termination of license, Exit Permit/ Gate Pass will be issued on receipt of all the dues by ITPO. Gate passes will be issued by the Licensor for taking out legitimate material out of Bharat Mandapam by the Licensee(s).
(4)	Storage	No storage is allowed in the area other than Licensed Premises.
(5)	Stamp Duty and other Charges	The Licensee(s) shall bear the cost of stamp duty and engrossment thereof to prepare two original License Agreements and one original each shall remain in custody of parties to this contract. All other applicable charges shall also be borne by the Licensee(s).
(6)	Jurisdiction	This Agreement is subject to the exclusive jurisdiction of Courts of Law in Delhi and states under adjudication of High Court of Delhi
(7)	Interpretation	The decision of CMD, ITPO, the Licensor or his nominee shall be final and binding on the operators about the Rules & Regulations relating to the use of the Licensed Premises including disputes/

		differences of opinion, if any.
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20. CONVENANTS, UNDERTAKING AND WARRANTIES

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

- i.** No interest of any kind whatsoever whether by way of tenancy, lease, sub-lease or otherwise is being created in favour of the Licensee(s) in the said Licensed Premises or any part thereof.
- ii.** Licensed Premises shall at all times be under the ownership, possession control and supervision of the Licensor. The Licensor shall retain in possession of the said Licensed Premises and shall have the right to direct the mode and manner of the use of the said Licensed Premises. Further, the Licensor or its authorized representatives shall at all times retain free and unobstructed right of ingress and egress to the Licensed Premises including, without limitation, access for inspection and to carry out repairs, alterations and additions at all reasonable time during the tenure of operation.
- iii.** Licensee(s) has no right of way, passage, air and light or any other easement rights in the said Licensed Premises but has merely the permission to use the Licensed Premises for the Permitted Purpose and only during the Licensed Term. Licensee(s) shall have no interest in the licensed Premises in any manner whatsoever after expiry or termination / cancellation of license agreement.
- iv.** Licensee(s) shall not store or bring into the Licensed Premises any inflammable or otherwise dangerous materials / goods, narcotics or drugs/ alcoholic beverages, banned substances in any part of the Licensed Premises which would present a fire and/or health hazard to the Licensed Premises/property, its guests and/or visitors.
- v.** Licensee(s) shall not play any loud and / or annoying music, nor cause or be the cause of loud and / or noisy conduct nor indulge in anything whatsoever which may constitute a source

of nuisance or annoyance to the Licensor, visitors, guests or other Licensee(s).

- vi.** Use of loudspeakers or playing music, making announcement and other promotional means for attracting visitors etc. is strictly prohibited.
- vii.** Copyright License – All necessary licenses for using copy right material from the relevant Copyright Societies e.g. Phonographic Performance Ltd. and the IPRS etc. shall be obtained and the copy of the same shall be kept for perusal of Licensor (ITPO). The F&B operator has to get required license(s) from the concerned authorities in advance. Any F&B operator found infringing Copyright Act shall be personally liable to pay the penalty and indemnify ITPO for such infringements.
- viii.** Licensee(s) shall not, in any manner whatsoever make any favour or give any concession of any kind to any of the staff of the Licensor.

21. ENCROACHMENT DAMAGES

The licensee(s) at all times during the duration of the license period/ extended license period has to restrict its business activities to the allotted licensed area as per the drawings and details given in the RFP & mentioned in the contract and in authorized possession of the license. If at any time during the currency of the license period/ extended license period, it is observed that the licensee(s) have encroached upon and/or raised unauthorized construction/ temporarily authorized for any purpose in any area not licensed to licensee(s), damages as per sub clause 12 (ii) of clause “12. DAMAGES AND PENALTY” shall be chargeable to the licensee(s). The licensee(s) shall be notified of such occurrences in writing by the licensor and issued an invoice for the applicable damages. The payment against the damages notified to the licensee(s) has to be made within 15 days of the date of invoice failing which penal interest @ 12% p.a. shall be chargeable from the 16th day of the date of the invoice. If the dues still remain unpaid, ITPO after one month from the date of the invoice, shall initiate proceeding towards

disconnection of water, electricity, PNG and other facilities to which the Licensee(s) shall have no right to object. Further, the Licensor will also have right to seal the Locations and initiate forfeiture of part or entire performance guarantee, forfeiture of all advances available with ITPO and a debarring/ blacklisting the licensee(s) for such period as deemed fit by the Licensor on future participation in Tenders/ RFPs floated by the Licensor.

22. ELECTRICITY & WATER CHARGES

- i.** The Licensee(s) shall indicate in advance the details of the electrical appliances installed and their voltage/ KW along with their total load demand.
- ii.** The Licensee(s) shall not be permitted to use/ install temporary wiring to meet any extra electrical load requirement.
- iii.** In the event of consumption of electricity and water beyond the approved load, the Licensee(s) shall pay to the licensor as per the prescribed penal rates until higher power load or water consumption as the case may be, is approved by the licensor. In case dues remain unpaid, ITPO after one month from the date of the invoice, shall initiate proceeding towards disconnection of water, electricity, PNG and other facilities to which the Licensee(s) shall have no right to object. Further, the Licensor will also have right to seal the Locations.
- iv.** It shall be the responsibility of the Licensee(s) to meet any statutory requirement of Municipal Corporation of Delhi or the Delhi administration and to conform to any State/ Central Laws related to consumption of electricity, water and PNG.
- v.** In the event of the electricity meter getting damaged, burnt out or starts malfunctioning, the licensee(s) shall immediately bring to the notice of the same to the licensor in writing. The onus of ensuring proper functioning of the meter lies with the licensee(s). If licensor or its representatives during the course of inspection finds anomaly including tampering, extra load connection (beyond approved load), the licensee(s) shall be liable to pay the penalty to the licensor as deemed fit and proper by

the licensor within 15 days of the date of issue of invoice failing which penal interest @ 12% per annum shall be applicable to be charged to the Licensee(s) from the 16th day of the date of invoice till the date of actual remittance of the payment. In case dues still remain unpaid, ITPO after one month from the date of the invoice, shall initiate proceeding towards disconnection of water, electricity, PNG and other facilities to which the Licensee(s) shall have no right to object. Further, the Licensor will also have right to seal the Locations.

- vi.** It is recognized that the Licensor takes bulk supply of electricity from high tension lines and water from main supply lines. Thereafter, the licensor through an elaborate network of distribution regulates the supply of electricity and water. Therefore, the licensor has own independent system of billing and determining the rates payable by the licensee(s). The licensee(s) will be charged according to the rates notified by the licensor from time to time.
- vii.** The licensor shall be at the liberty to revise the sanctioned load keeping in view of the quantum of electricity and / or water consumed and charge from the licensee(s) accordingly.
- viii.** No part of the paid License Fee and Security Deposit amount is refundable in the event of termination/revocation of the License by the Licensor / Licensee(s).
- ix.** The Licensee(s) shall pay all Central, State and Local Taxes including GST, duties, license fees, permit fees, ESI, PF or any other statutory payment under Labour Laws etc. as may become payable in accordance with the various laws or rules prevalent in Delhi. In no case shall the licensor be deemed to be the agent of the Licensee(s) for the purpose of collecting and remitting taxes / levies by any tax authority. However, the Licensee(s) shall produce clearance certificate under the various tax laws to the Licensor on demand.
- x.** The Licensee(s) shall adhere to the local municipal and other laws applicable to the food & beverage business already in vogue and also coming into force from time to time during the stock licensed period.

- xi.** Any act of the Licensee(s) which results in violation of the Agreement or any of the Terms and Conditions contained herein shall give Licensor the right to forfeit the entire amount of the Security Deposit in addition to the right to terminate the Agreement without any notice and to disconnect utilities like electricity, water, gas etc. as per the RFP provisions

23. DISPUTE RESOLUTION MECHANISM AND GOVERNING LAW

In respect of any dispute or difference, if any, between the parties,

- i.** The licensee(s) and the ITPO shall endeavour their best to amicably settle all disputes arising out of or in connection with the terms of license in the following manner: -
 - a) The licensee(s) raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
 - b) The matter will be referred for negotiation between Competent Authority of the licensee(s) and ITPO. The matter can be endeavoured to be resolved between them and the agreed course of action documented within a further period of 15 days.
- ii.** In case the dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.
- iii.** In the event any doubt, dispute or difference arising out of or in relation to the Contract remains unresolved, both the parties to the Contract will mutually appoint a Sole Arbitrator, in accordance with the Arbitration and Conciliation Act, 1996.

The provisions of Arbitration & Conciliation Act, 1996 (as amended from time to time) shall apply to both the parties.

The fee payable to the Arbitrator shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English.

The venue of the arbitration proceedings shall be the Office of ITPO, i.e. Bharat Mandapam, New Delhi.

- iv. The licensee(s) shall not be entitled to suspend the Service/s or the completion of the assignment, pending resolution of any dispute between the Parties and shall continue to operate in accordance with the provisions of the License Agreement and payments to be made by the licensee(s) as mentioned under the Agreement, notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.
- v. The contract shall be governed by and interpreted in accordance with Indian law.

24. JURISDICTION

All disputes arising out of and in relation to the contract between the parties herein shall be governed by Laws of India subject to the exclusive jurisdiction of the courts of Delhi only.

25. CONFIDENTIALITY

- i. The Successful Bidder/Contractor/Agency shall maintain high level of professional ethics and shall not act in any manner, which is contrary to any laws and/or detrimental to ITPO's interest. Contractor/Agency shall treat as confidential any and all data, information and records, obtained/received in the performance/execution of its responsibilities, in strict confidence and shall not reveal such data, information or records to any other person/party without the prior written approval of the ITPO, even after expiry/termination/determination of the Contract. ITPO shall take necessary legal and other remedial actions for infringement of this clause.

26. INTELLECTUAL PROPERTY RIGHTS

- i. ITPO's name/logo/other IPRs shall be the sole and exclusive property of ITPO only. For any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs by the Contractor/Agency and/or their sub-agents/sub-contractors/employees, etc., the Contractor/Agency

shall be held solely responsible. ITPO shall not be responsible for any harm or loss caused to any third party because of any such misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs. Contractor/Agency shall indemnify ITPO against any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs and/or any claim(s) relating to infringement of any intellectual property rights committed by them/their sub-agents/sub-contractors/employees, etc. ITPO shall take necessary legal and other remedial actions, as deemed fit, for such violations.

27. FORCE MAJEURE

If at any time, during the continuance of this Contract, the performance in whole or in part, by either party, of any obligation under this Contract is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of State or direction from Governmental Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the Parties), fire, floods, natural calamities or any act of GOD (hereinafter referred to as "Event"), provided notice of happenings of any such Event is given by the affected party to the other, within 7 Calendar days from the date of occurrence thereof, neither Party shall, by reason of such event, be entitled to terminate this Contract, nor shall either Party have any such claims for damages/compensation/costs/expenses against the other, in respect of such non-performance or delay in performance provided the Contract shall be resumed as soon as practicable, after such Event comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may, at its option, terminate the Contract.

Annexure 2: Technical Proposal

APPLICATION FORM (TECHNICAL BID)

For

Temporary allotment of Food & Beverage (F&B) Outlets at Bharat Mandapam, New Delhi for providing F&B services for New Delhi World Book Fair (1-9 February 2025) and Nakshatra (1-8 February 2025) at Bharat Mandapam, New Delhi

1.	Name of the Firm/Company		
2.	Address		
3.	Telephone/Mobile No.(s)		
4.	(i)	Fax Number	
	(ii)	ISD/STD Code	
	(iii)	E-mail Address	
	(iv)	Website	
	(v)	Attach self-attested copy of valid:	
	(a)	GST Reg. Certificate No.	
	(b)	TAN. Reg. Certificate No.	
	(c)	Trade License No.	
	(d)	Registration certificate of E.P.F.O. & E.S.I No.	
5.	(i)	Bidder's Legal Status Individual/Company/Proprietor /Partnership/HUF/ Society/ Any Other, specify)	
	(ii)	PAN Card No.	
6	Contact Executive(s)		
(i)	Name		

	(ii)	Designation				
	(iii)	Tel. No(s) with STD Code:				
		(i) Office:				
		(ii) Mobile:				
	(iv)	Email ID				
7.	Bidders' experience in the Food & Beverages, Catering, Hospitality, or Hotel Industry for a minimum of three (3) years within the last five (5) years as of the bid submission deadline.		Work Order / Agreement / Project Completion Certificate / Invoices (If Proof attached tick Yes if not No.)			
			Yes		No	
8.	Name/Address of Bankers with A/c. No.					
9.	Details of enclosed Demand Draft / Banker's Cheque/Pay Order/NEFT/RTGS covering Application Money and EMD in case the Bid Document- cum- Application Form is downloaded		DD No. _____ UTR No. _____ Dated_ for an amount of Rs.11,800/- drawn on _____ (Name of the Bank) DD No. _____ UTR No. _____ Dated _____ for an amount of Rs.3,00,000/- drawn on _____ (Name of the Bank)			
10.	Average Annual Turnover of INR 50. Lakh in the last three (3) of any last five (5) financial years (2019-20,2020-21,2021-22,2022-23,2023-24) <u>attach CA Certificate clearly certifying annual turnover from F&B business last three financial years.</u>		Financial Year	Turnover (in Lakh) from F&B operations (as per audited financial statement)		
			2019-20			
			2020-21			
			2021-22			
			2022-23			
			2023-24			
11.	(A)	In case of a Pvt./Public Limited Company , please attach self-attested copies of the following & confirm in the box:				
	(i)	Certificate of Incorporation	Yes		No	
	(ii)	PAN Card of Company	Yes		No	
	(B)	In case of a Partnership Firm , please attach self-attested copies of the following and confirm in the box:				

	(i)	PAN Card of Firm	Yes		No	
	(ii)	Certified copy of Partnership Deed / Registration	Yes		No	
	(iii)	PAN Cards of all partners	Yes		No	
	(C)	In case of a Sole Proprietorship , please attach self-attested copies of the following and confirm in the box:				
	(i)	Election Identity Card/Driving License/AADHAR etc. as proof of identity and address				
	(ii)	PAN Card of Proprietor				
12.	Any other information					

I/We, hereby, declare that: -

- (i) I/We have read and understood & agree to the bid documents, including terms & conditions forming integral part of the license agreement, etc.
- (ii) I/We have read and understood the terms and conditions governing the grant and operation of license; and
- (iii) I/We agree and undertake to be bound by the bid documents, and other terms & conditions forming integral part of the license agreement.
- (iv) That I/we understand that in case of any of the above information/ documents (as given by us) is found to be incorrect, ITPO may reject the application, cancel the agreement or revoke the license at any time, without giving any notice and in such a situation, I/we will not be entitled for refund of any part of license fee, security and other deposits
- (v) I/We have not been barred by any Department / Organisation/ Local Authority from operating an F&B outlet.

I/We, hereby, also declare that: -

- (i) The bid has been submitted after site inspection of the F&B Outlets and the same are to be allotted on 'as is where is basis'.
- (ii) ITPO reserves the right to suggest us different cuisines etc.
- (iii) That the undersigned has been authorized by the firm / company to

sign these bid documents.

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

Place:

Signature:

.....

Date:

Name :

.....

(Authorized Signatory) – copy of such authorization.

Designation:

Annexure 3: Format for CA Certificate

Format for CA Certificate indicating minimum average annual turnover

Amount in Rupees Crore from F&B Business.

Sr. No.	Particulars	FY 2023-24	FY 2022-23	FY 2021-22	FY 2020-21	FY 2019-20	Average Annual turnover of 3 years out of last 5 Financial Years
1.	Annual Turnover						

This is to certify that _____ (name of the bidder) has Annual Turnover as shown above against the respective/s financial year/s

Unique Document Identification Number (UDIN): _____

Signature _____

Name of the Statutory Auditor _____

Membership No _____

Designation _____

Name of the Audit Firm _____

FRN _____

(Seal of the firm)

DATE _____

Note:

- The bidder shall submit annual reports (financial statements: balance sheets, profit and loss account, notes to accounts etc. in support of the financial data duly certified by the statutory auditor/s. In case, company does not have statutory auditor/s, it shall be certified by the chartered accountant that ordinarily audits the annual financials of the company)

SIGNATURE _____

NAME _____

DESIGNATION _____

COMPANY SEAL

COMPANY _____

DATE _____

Annexure 4: Payment Details for Tender Fee and Earnest Money Deposit

Payments Details

Only online payment through RTGS/NEFT will be accepted.

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

Annexure 5: Financial Letter

<Covering Letter (On Applicant's letter head)>

(Date and Reference)

To,

Dear Sir,

Subject: Appointment of F&B Operator for running F&B Outlets.

I/We, (Applicant's name) herewith enclose the Financial Proposal for Temporary allotment of Food & Beverage (F&B) Outlets at Bharat Mandapam, New Delhi for providing F&B services for New Delhi World Book Fair (1-9 February 2025) and Nakshatra (1-8 February 2025) at Bharat Mandapam, New Delhi

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

Annexure 6: Financial Proposal

FINANCIAL BID

Clusters	F&B Areas	Area	Minimum License Fee	Minimum License Fee Quote by the Bidder (In INR)
Cluster-A	Food Court-1 Near Hall-6	50 Sqm	6,95,000	
Cluster-B1	Food Court-2 NTA Opposite Hall 4	50 Sqm	16,50,000	
Cluster-B2	Food Court-2 NTA Opposite Hall-4	50 Sqm	16,50,000	
Vending Points	4 Vending Points <ul style="list-style-type: none"> • VP 1: Infront of Gate No.4 • VP 2: Infront of Hall 4 • VP 3: Infront of Hall 3 • VP 4: Near Hall 1-2 Foyers 	53.5 Sqm	5,21,000	
Nakshatra Stalls	Hall No. 11 – 9 Stalls of 10 Sqm Each	90 Sqm	4,56,000	

Note: Minimum license fee given above are exclusive of GST. GST & other applicable taxes shall be charged extra on the quoted license fee

Annexure 7: Affidavit

AFFIDAVIT

I, _____, son/daughter/wife of _____
resident of

_____ Director / Partner / Proprietor
of M/s.

_____ having its registered
office at

_____ do hereby
solemnly declare and affirm as under: -

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

Food Safety Standards Authority of India and any other guidelines, regulations, standards etc. issued by concerned Government Authorities from time to time. I/we shall be solely liable for any action or penalty imposed by relevant authorities in this regard.

6. That I / firm / company am/is financially sound to undertake such an Agreement.
7. That I / firm / company or any other legal entity in which I/we have controlling share has/ have never been barred from operating any F&B outlet anywhere in India by any agency / Govt. Deptt.
8. That I / we understand and agree that licensed premises shall not be used after expiry of the Agreement. The Licensor will have the right to disconnect electricity, water, PNG and other services after expiry of the Agreement and/ or seal or take over the premises on the expiry of the License Agreement without any notice to the licensee(s).
9. That I / we understand and agree that the license period /term of license of F&B Outlet for which I am/ we are submitting our bids is for the period as prescribed in the RFP as per the Bid Notice/Bid Documents and the period of license is non-negotiable and will not be extended under any circumstance on ground of any dispute and agreed that said issues may be processed for financial compensation, if any.
10. That in case I am/we are allotted the licensed premises, I/we will hand over the peaceful vacant possession of the licensed premises immediately on expiry of term.
11. That in case I am/ we are allotted the licensed premises, I/we shall peacefully hand over the vacant possession of the licensed premises on termination / cancellation / revocation of license in accordance with the instructions issued by the licensor in this regard and seek resolution of dispute, if any, through financial compensation only.
12. That I / we undertake and agree that I / we shall not resort to any unauthorized use of the premises and shall confine the permitted activities within the specified area. I / We also understand and agreed that for any violation of these conditions and / or for use of any area

outside / beyond the licensed area, the license agreement will result in summary cancellation/ termination of license agreement.

13. That I / we undertake and agree that the Licensor will have right to revoke / cancel the License Agreement after following due procedure on violation of any terms & conditions of the bid document and / or Agreement.
14. That I / we agree and understand that I / we will have no authority to access the premises after the expiry / termination / revocation / cancellation of License Agreement.
15. That I/we agree and undertake that I / we will not operate Less F&B outlet than allotted in Bharat Mandapam at any given point of time.
16. That I/we undertake to pay the amounts as demanded by ITPO towards damage if caused to the licensed premises during the tenure of Agreement/ on vacation. The amount towards damages shall be paid within three days from the date of Demand Note / Invoice.
17. That I/we or our other business entity where we had and / or still have controlling share, have not been barred from operating an F&B outlet on account of food quality issues by concerned govt. authorities or have not been convicted for irregularities concerning F&B outlets under various statues / rules / regulations / orders etc.

Annexure 8: Utilities Charges

Charges for Various Services / Utilities

No.	Services / Utilities	Tariff(s)
	Electricity Charges	
	I. FOR OLD EXISTING HALLS' F&B OUTLETS	
	1. Permanent Allottees (Metered Consumers)	
	a. Electricity Consumption Charges	Rs.22.00 per KWH (unit) subject to a minimum of Rs.378.00 per KW per month of their connected load.
	b. Electricity Service Connection Charge	Rs.262.00 per KW (one-time).
	2. Non-metered consumers (12 HRS, per day)	
	a. Electricity Consumption Charges	Rs.264.00 per KW per day.
	b. Electricity Service Connection Charge	Rs.262.00 per KW (one-time).
	3. Fairs organized by ITPO and other Agencies	
1	a. Stand lighting	Rs.35.00 per Sqm. per day (subject to maximum of 1 KW load per 9 Sqm. of stall area).
	b. Power Load	Rs.352.00 per KW per day (Flat rate basis for all exhibition, 12 hrs/day).
	4. AC charges for Air conditioning Halls	Rs.100.00 per Sqm. per day (subject to maximum of 10 hrs/day).
	5. Blower operation charges	Rs.7.00 per Sqm. per day (subject to maximum of 10 hrs/day).
	6. Compressed air charges	Rs.10530.00 per connection per day.
	II. NEW HALLS AND SURROUNDING AREA	
	1. Permanent Allottees (Metered Consumers)	
	a. Electricity Consumption Charges	Rs.25.00 per KWH (unit) subject to a minimum of Rs.430.00 per KW per month of their connected load.
	b. Electricity Service	Rs.298.00 per KW (one-time).

No.	Services / Utilities	Tariff(s)
	Connection Charge	
	2. Non-metered consumers (12 HRS, per day)	
	a. Electricity Consumption Charges	Rs.300.00 per KW per day.
	b. Electricity Service Connection Charge	Rs.298.00 per KW (one-time).
	3. Fairs organized by ITPO and other Agencies	
	a. Stand lighting	Rs.40.00 per Sqm. per day (subject to maximum of 1 KW load per 12 Sqm. of stall area).
	b. Power Load	Rs.300.00 per KW per day + Rs.298.00 per KW (one-time).
	4. AC charges for Air conditioning Halls	Rs.114.00 per Sqm. per day (subject to maximum of 10 hrs/day).
	5. Blower operation charges	Rs.8.00 per Sqm. per day (subject to maximum of 10 hrs/day).
	6. Compressed air charges	Rs.11,965.00 per connection per day.
	Water Charges	
2	1. Water consumption charges	Rs.324/- per kilo liter.
	2. Water connection charges	Rs.11,760/- per connection.
	3. Re-connection charges	Rs.23,520/-
3	Piped Natural Gas (PNG) – wherever available	As per actual consumption + 10% administrative charge excluding VAT.

Note:

(1) The rates mentioned above are subject to change without notice at the sole discretion of the Licensor from time to time.

(2) GST@18% will be applicable on all the services or as prescribed by the competent authority.

Annexure 9: Security Deposit

The Security Deposit shall be submitted within three (3) days of notification of award to the Licensor, i.e., ITPO by the Successful Bidder. The deposit shall be made via Demand Draft, drawn in Favor of the India Trade Promotion Organisation, payable at New Delhi, or through NEFT/RTGS.

The Security Deposit shall be payable by the Successful Bidder after the receiving the notification of award.

Clusters	F&B Areas	Area	Minimum License Fee	Security Deposit
Cluster-A	Food Court-1 Near Hall-6	50 Sqm	6,95,000	69,500
Cluster-B1	Food Court-2 NTA Opposite Hall 4	50 Sqm	16,50,000	1,65,000
Cluster-B2	Food Court-2 NTA Opposite Hall-4	50 Sqm	16,50,000	1,65,000
Vending Points	4 Vending Points <ul style="list-style-type: none"> • VP 1: Infront of Gate No.4 • VP 2: Infront of Hall 4 • VP 3: Infront of Hall 3 • VP 4: Near Hall 1-2 Foyers 	53.5 Sqm	5,21,000	52,100
Nakshatra Stalls	Hall No. 11 – 9 Stalls of 10 Sqm Each	90 Sqm	4,56,000	45,600

Annexure 10: Layouts of Proposed Locations

NDWBF 2025

BHARAT MANDAPAM LAYOUT SERVICES & FACILITIES

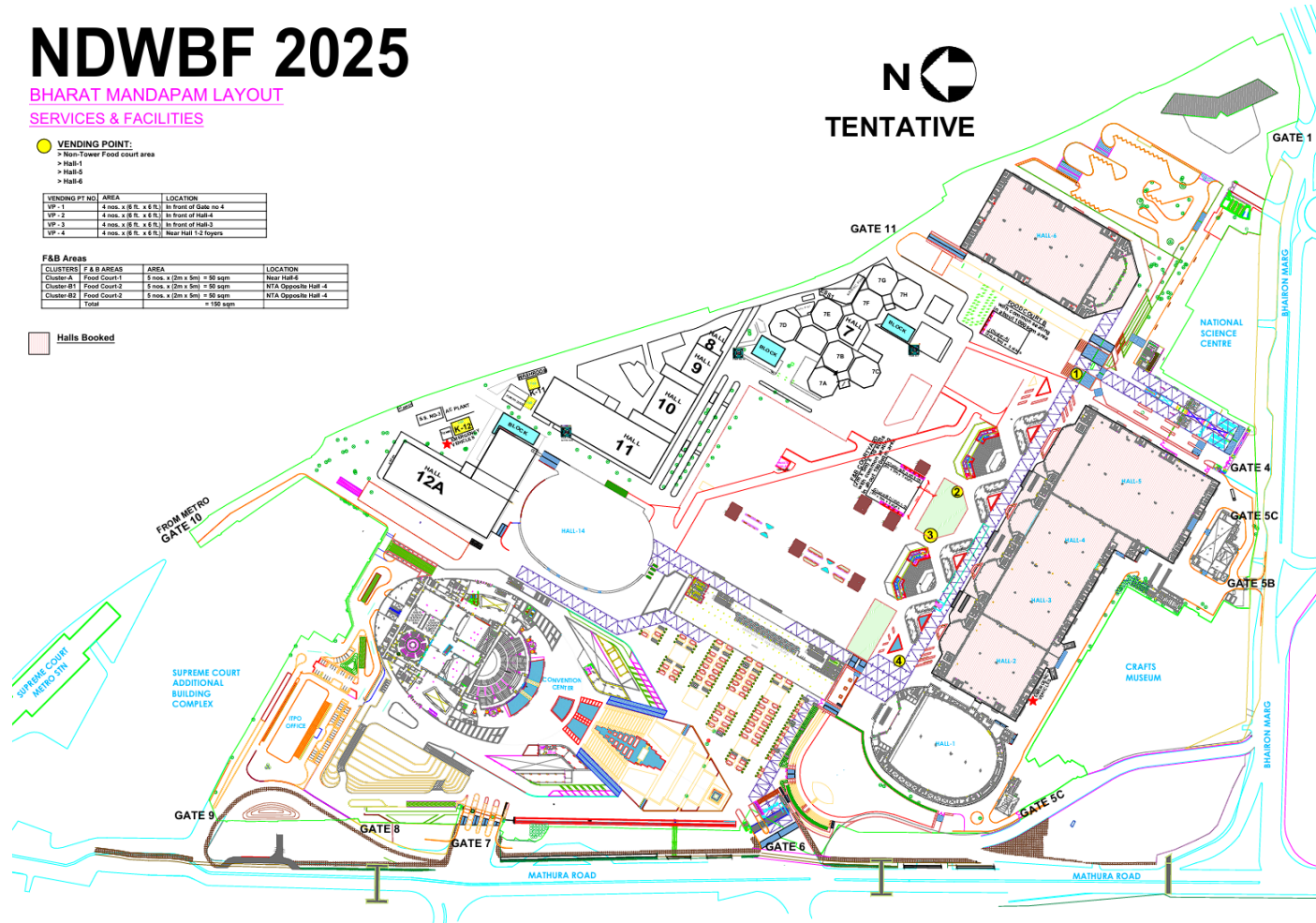
- VENDING POINT:**
- > Non-Tower Food court area
 - > Hall-1
 - > Hall-6

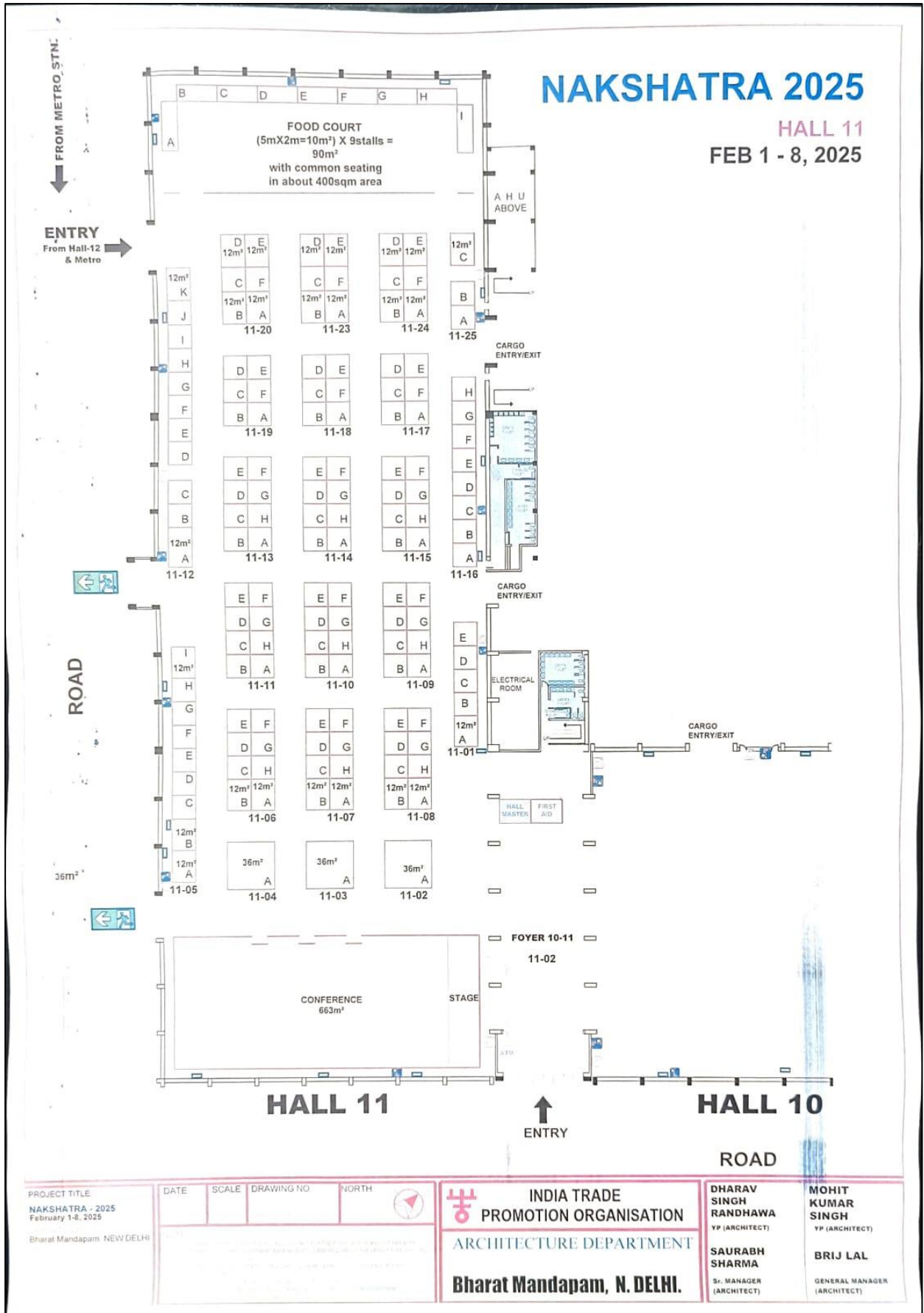
VENDING PT NO.	AREA	LOCATION
VP-1	4 nos. x 6 ft. x 6 ft.	In front of Gate no 4
VP-2	4 nos. x 6 ft. x 6 ft.	In front of Hall-4
VP-3	4 nos. x 6 ft. x 6 ft.	In front of Hall-3
VP-4	4 nos. x 6 ft. x 6 ft.	Near Hall 1-2 foyers

F&B Areas

CLUSTERS	F & B AREAS	AREA	LOCATION
Cluster A	Food Court-1	5 nos. x (2m x 5m) = 50 sqm	Near Hall-6
Cluster B1	Food Court-2	5 nos. x (2m x 5m) = 50 sqm	NFA Opposite Hall -4
Cluster B2	Food Court-2	5 nos. x (2m x 5m) = 50 sqm	NFA Opposite Hall -4
Total			= 150 sqm

 Halls Booked





PROJECT TITLE NAKSHATRA - 2025 February 1-8, 2025 Bharat Mandapam NEW DELHI	DATE	SCALE	DRAWING NO.	NORTH
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INDIA TRADE PROMOTION ORGANISATION
ARCHITECTURE DEPARTMENT
Bharat Mandapam, N. DELHI.

DHARAV SINGH RANDHAWA
 YP (ARCHITECT)
SAURABH SHARMA
 Sr. MANAGER (ARCHITECT)

MOHIT KUMAR SINGH
 YP (ARCHITECT)
BRIJ LAL
 GENERAL MANAGER (ARCHITECT)