

**ALLOTMENT OF VENDING POINTS IN PRAGATI MAIDAN**  
**FOR A PERIOD OF 11 MONTHS**

1. Details of vending points.
2. Schedule for Finalization of Bids (Annexure-A).
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(A Government of India Enterprise)

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Price of Bid Documents- Rs.5250 [Rs.5000 plus DVAT @5%](Non refundable)

(September, 2013)

# VENDING POINTS IN PRAGATI MAIDAN

## **Introduction**

1. India Trade Promotion Organisation (ITPO) holds 123 acres of prime venue in the heart of Delhi, known as Pragati Maidan. It is the hub of exhibition activities round the year. Nearly 100 exhibitions/trade fairs and other events are organized at Pragati Maidan every year with wide national and international participations.

The exhibition complex at Pragati Maidan comprises of 18 halls and 29 State and Central Govt. Pavilions with a total covered exhibition space of over 1,25,000 sq.mts. In addition, the premises consist of four open air theatres and Eight Convention Facilities/Committee Rooms. A number of conventions, seminars, symposia and conferences are also organized at these places during the tenure of different fairs/exhibitions.

Pragati Maidan attracts nearly 3 million visitors every year and their number is growing constantly. A significant number of these visitors are foreign and domestic business visitors/ delegates.

It has been recognized that to cater to the beverage requirements of the visitors/participants, the premises should be able to offer a wide range of beverages besides foods as a large proportion of visitors look for hygienic, safe and pure drinking water; tea & coffee; bottled/packed juices; ice-creams; and carbonated soft/cold drinks.

2. ITPO, through this bid, intends to allot **90** Vending Points for sale & serving of following beverages & ice-cream on licence basis for a period of **11 months only** at identified locations in Pragati Maidan.

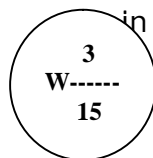
Vending Point Group/ Category	No. of Vending Points	Category Legend	Beverages /Products allowed to be sold at vending points
I	30	C	<b>Registered Trademark</b> bottled carbonated soft/Cold Drinks
	15	W	Hygienic, safe & pure <b>Registered Trademark</b> bottled drinking water
	15	J	<b>Registered Trademark</b> bottled/packed Juices
	60		
<b>Note:</b> For above items, single bidder will be selected as this will be considered one category of vending points			
II	15	M	<b>Registered Trademark</b> Ice-Creams (15 Vending Points)
III	15	T	<b>Registered Trademark</b> Tea & Coffee (15 Vending Points)
<b>TOTAL</b>	<b>90</b>		

**NOTE: BIDS ARE TO BE SUBMITTED SEPARATELY FOR ABOVE THREE CATEGORIES OF VENDING POINTS.**

**3. Location and Area of Vending Point:**

3.1 Locations: **90** Nos. Vending Platforms i.e. 15 each for vending points of Registered Trademark drinking water, bottled/packed juices, ice-creams ,Tea & Coffee and 30 for bottled carbonated soft/cold drinks at various identified locations in Pragati Maidan. Location of these Vending Platforms may be seen from the layout plan at Annexure-E.

3.2 Area : Platform of **5X5 ft.** of each vending point only, will be provided by the licensor. The pre-fabricated structure of each vending point on wheel will have to be arranged by the licensee, for which design specifications and size of the signage will be provided by the Licensor No. of each vending point has to be shown in front of the structure e.g.



3.3 The proposed licence covers only the areas as shown in the enclosed drawing with detailed specifications indicated thereon and no other area within Pragati Maidan. The Licensee shall use the said Licensed Premises (Vending Points) only for the purpose of selling / serving approved beverages 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 (vending points), no other area adjacent to Vending Points and/or inside Pragati Maidan shall be used by the Licensee for selling/ serving/ promoting beverages.

#### 4.1 Essential Eligibility Criteria for the Bidder

4.1.1 The applicant business entity applying for the license should be a

- (i) **Registered Trademark** of each category for which the application submitted and also be in existence for a minimum period of **last 03 years**.
- (ii) Registered Trademark owning Firm with a minimum turnover of **Rs.50 Lakhs** from F&B /Vending Point operations during the last Financial Year (2012-2013)

*OR*

Authorized distributor of the Registered Trademark owning firm with a **minimum turnover of Rs.15.00 Lakhs** during the last financial year from the sale of the same Registered Trademark of each category product subject to the condition that the turnover of Registered Trademark owning Company should be minimum Rs.50 Lakhs during the last Financial year, proof of which is to be submitted. The applicant will submit a letter from the Registered Trademark owning Company to allow them to operate Vending Points in Pragati Maidan in the name of the applicant.

- (iii) License-holder for vending points of each category should have Valid ISI (BIS)/ISO/FPO/PFA Certification, as applicable for his/her/their product(s), and furnish a copy of the same with the Technical Bid.
- (iv) Conforming to the Food Safety and Standard Acts, Regulations, Bye-laws enacted there under and specifically to the guidelines on hygiene and sanitary practices provided under requisite schedule of Notification dated 1<sup>st</sup> 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/licence/permission to the satisfaction of Licensor **within one month from the date of possession of premises**.
- (v) Only one bid is allowed for each Registered Trademark product from the company manufacturing the Registered Trademark product.

**4.1.2** Applicant or any other business entity where it had and/or still has controlling share, should not have been debarred from operating an F&B outlet(s)/Vending Point(s) on account of food/beverages quality by concerned govt. authorities or should not have been convicted for irregularities concerning F&B outlet(s)/Vending Point(s) under various statutes/rules/regulations/orders etc.

**4.1.3** Those F&B / Vending Point operators who have already operated/have been operating any F&B outlet/Vending Point in Pragati Maidan and who

- a) have not honoured the terms and conditions of the Licence Agreements; or
- b) are in litigation/arbitration on a dispute with ITPO in any legal forum for any reasons whatsoever; or
- c) have outstanding dues payable to ITPO during their F&B /vending point operations in Pragati Maidan,

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 him/her/them.

**4.1.4 Documents to be furnished along with the Technical Bid :-**

- (i) Non-refundable application fees Receipt against **cash of Rs.5250 [Rs.5,000/- plus DVAT @5%]**, deposited with ITPO OR a **demand draft** for the same amount payable to ITPO at New Delhi (issued on or after the date of advt.) if the bid documents have been downloaded from ITPO's website.
- (ii) **Earnest Money of Rs. 2.00 lakhs** in the form of a **Demand draft** payable to ITPO at New Delhi (issued on or after the date of advt).
- (iii) Copy of the terms & conditions included in the bid documents duly signed & stamped by an authorized signatory of the bidder on each page (Annexure 'B').
- (iv) Affidavit on stamp paper of **Rs. 100/-** duly signed and notarized (Annexure 'C').
- (v) Agreement of the bidder to pay charges applicable for various services/ utilities for vending points (Annexure 'D') – To be signed & stamped by bidder.

**Self Attested Documents**

- (vi) Proof of identity such as Voters Card, Driving License, Passport etc., in case of Proprietorship.
- (vii) Partnership deed in case the applicant is a partnership firm. Registration certificate of the registered firm to be furnished.
- (viii) Memorandum and Articles of Association in case the applicant is a private/public limited company. Registration certificate of the Registrar of companies to be furnished.
- (ix) PAN Card in the name of Proprietor/Partners/Company registered under Companies Act, as applicable.
- (x) Sales Tax/VAT and Service Tax Registration Certificate, as applicable. If any provision is not applicable, the bidder shall give a declaration to the effect.

- (xi) Valid Trade License/ or any other **licence from MCD** / local authorities to operate Vending Points, as applicable. If either provision is not applicable, the bidder shall give a declaration to the effect.
- (xii) Proof of the requisite last 3 years experience in the field of Beverages/ice cream Vending Points operations.
- (xiii) Certificate of annual turnover for the last financial year of the Registered Trademark owning Firm Or the authorized distributor of the Registered Trademark owning Firm duly certified by Chartered Accountant, showing the part of turnover relating to F&B/Vending Point operations.
- (xiv) Certified copy of the authorization by the company/Partnership Firm to the person signing the application.
- (xv) Requisite registration/licence/permission to operate F&B outlet(s)/Vending Point(s) in accordance with the Notification dated 1st Aug. 2011 of Ministry of Health and Family Welfare- Food Safety and Standards (Licensing and Registration of Food Business) Regulations 2011.

## 5.1 License Fee

- 5.1.1 The Licensee shall pay to the Licensor a fee for the Licensed Term (hereinafter referred to as "License Fee"). The License Fee shall be equivalent to the fee quoted in Financial Bid. In addition, service tax as fixed by the Govt. from time to time will have to be paid by the Licensee to the Licensor. Presently the rate of Service tax is 12.36 % and the licensor will also charge service tax on the services to be provided to the licensee which fall under the purview of Service Tax.
- 5.1.2 The Licence fee of the entire licence period will be payable in advance before taking over the possession of the licensed premises.

## 6.1 License Period

The Licensee shall use the said Licensed Premises for a period of **11 months (Eleven Months only)** from the date of taking over possession of the Vending Platforms, on payment of License Fee as prescribed.

## 7.1 Utilities, Conservancy and Other Charges

- (i) Licensee is required to make time-bound payments of all dues towards licence fee, conservancy charges, consumption of electricity, water, applicable taxes etc. Details of utilities charges are indicated in Annexure-D which are subject to revision without any notice due to revision of rates by service providers.
- (ii) If any payment towards electricity, water (wherever provided), other utilities, penalties and any other dues remain outstanding beyond the date stipulated in the demand note/invoice, Licensor shall have the right to terminate licence within seven days from the date of demand notice

without giving further notice and forfeit the security deposit. The electricity and water connections (wherever provided) shall also be disconnected forthwith. Licensor shall take possession of the premises on '**as is where is**' basis. The claim of the Licensee to the goods lying in the vending points would not be entertained. If the outstanding dues are more than the security deposit, Licensor shall take appropriate action for recovery of balance amount payable to Licensor at the risk and cost of the Licensee.

- (iii) Besides payments for utilities like electricity, water at the rates specified by ITPO from time to time, the licensee will also be required to pay Conservancy Charges (non-refundable) in advance for entire duration of the license period before taking over the possession of the licensed premises. The conservancy charges as mentioned in **Annexure-D** are payable for removal of the waste generated & placed by the licensee at the designated locations in Pragati Maidan to dumping yards outside the Pragati Maidan. The waste disposal from the designated locations to locations outside the Pragati Maidan will be done by ITPO or its authorized agency/representative.
  
- (iv) The licensee shall pay all Central, State and local taxes including service tax, property tax, duties, licence fees, permit fees 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 for the purpose of collecting and remitting taxes/ levies by any tax authority. However, the licensee shall produce clearance certificate under the various tax laws to the licensor on demand.

## **8.1 Security Deposit**

- (i) In addition to the licence fee, the licensee will also be required to deposit with the licensor interest free refundable/adjustable Security Deposit of **Rs. 3.00 lakh** or 10% of the quoted licence fee in respect of vending points of Category-I and **Rs.1.00 lakh** each or 10% of the quoted licence fee whichever is higher in respect of vending points of Category-II and Category-III through a bank draft or banker's cheque payable to ITPO, New Delhi before taking over the possession of the Vending Platforms.

## 9.1 Manner of Submission of Bids

9.1.1 Bids by the applicant along with supporting documents should be submitted in the following manner:

- (a) **Envelope I**- The envelope should be marked as 'Technical Bid for Vending Points of \_\_\_\_\_ " (please indicate category of Vending Points as per details given at page no.3)' and sealed in a separate envelope. It should contain the application form –T, earnest money as per Para 9.1.3 (i), along with self attested copies of supporting documents and application fee as per Para 4.1.4. All the documents should be serial numbered.
- (b) **Envelope II** – The envelope should be marked as 'Financial Bid for Vending Points of \_\_\_\_\_" (please indicate category of Vending Points as per details given at page no.3) and sealed in a separate envelope.

In view of above, two separate sealed envelopes have to be submitted and clearly marked on each "Technical Bid for Vending Points of \_\_\_\_\_" (please indicate category of Vending Points as per details given at page no.3) and "Financial Bid of Vending Points of \_\_\_\_\_", at ITPO, Pragati Maidan, New Delhi 110001 (Room No. 133), Annexe Building, 1st Floor, Pragati Bhawan" and the name of the bidder should clearly written with full address, e-mail ids and telephone numbers on both the envelopes.

9.1.2 Financial Bids of only those bidders who are qualified and shortlisted in the Technical Bids shall be opened. The Technical and Financial Bids shall be opened in the presence of the interested applicant(s) on date/time which will be specified through public notice on the ITPO website etc.

- 9.1.3
- (i) **Earnest Money:** All bidders shall have to deposit earnest money of **Rs. 2.00 lakhs** in each Vending Point Group (exclusive of service tax), in the form of a demand draft payable to ITPO, New Delhi from a scheduled commercial bank along with their Technical Bid inside the envelope. Govt. Department and Public Sector Undertaking will, however, be exempted from payment of Earnest Money.
  - (ii) Demand Draft/Pay Order/Banker's Cheque obtained earlier than the date of advt. inviting bids for allotment of vending points, will not be accepted.
  - (iii) Earnest Money shall be refunded to the unsuccessful bidders within one month of issue of allotment letter to the successful bidder. However, the successful bidder's earnest money shall be returned only once the successful bidder has deposited the security deposit, full licence fee etc.



(iv) However, in cases where the bidder withdraws or modifies the bid during the validity of bid or it has come to knowledge that bidder has used fraudulent practices for this bid, the earnest money shall be forfeited.

**9.1.4** Bidders should respond to this bid documents as per the Schedule enclosed at Annexure-A.

**9.1.5** The bids shall be valid unconditionally for two months from the last date of submission of the bids.

**9.1.6** Bids are to be submitted separately for each category of vending points along with required supporting documents and requisite fee.

## **10.1 Other Terms and Conditions**

**10.1.1** ITPO reserves the right to accept or reject any bid without assigning any reason and also to invite fresh bids, as deemed appropriate, or to have negotiation with the highest bidder. ITPO also reserves the right to withdraw bid for any or all vending points without assigning any reason.

**10.1.2** To provide applicant(s) reasonable time to take an addendum into account in preparing their application(s), ITPO may, at its discretion, extend the deadline for the submission of bids.

**10.1.3** Application received after the deadline of submission of application will not be considered or opened under any circumstances.

**10.1.4** No conditional bids or incomplete application(s) or those received without required documents and Earnest Money shall be considered and stand summarily rejected.

**10.1.5** No modification or substitution of the submitted application shall be allowed. An applicant may withdraw its application after submission, provided that written notice of the withdrawal is received by ITPO before the due date for submission of applications. In case an applicant wants to resubmit his/her application, he/she shall submit a fresh application following all the applicable conditions within fixed date / time.

**10.1.6** Restrictions on operations may be made from time to time for compliance of statutory/regulatory regime enforced by various statutory/regulatory authorities and in such a situation the licensee will not be entitled for any compensation.

- 10.1.7 (i)** ITPO reserves the right to modify terms and conditions of the contract which shall be granted to the successful bidder after the bidding process, if in the opinion of the ITPO, it is necessary or expedient to do so in the public interest or for proper implementation of the **project**. The decision of the ITPO shall be final and binding in this regard.
- 10.1.7 (ii)** ITPO reserves the right to modify terms & conditions in public interest only, as per directions of the regulatory authorities.
- 10.1.8** ITPO reserves the right to suspend the bidding process, cancel the contract with the selected party in part or in whole at any time if in the opinion of the ITPO it is necessary or expedient in the public interest. The decision of the ITPO shall be final and binding in this regard. Also ITPO shall not be responsible for any damage or loss caused or arisen out of aforesaid action.
- 10.1.9** All communications to the ITPO must be sent on the letter-head of the applicant 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 / or letters on plain paper will not be entertained.
- 10.1.10** Not more than one category of vending points will be allotted to any applicant and /or his/her/their partners, associates, sister concerns, affiliates, directors, subsidiary, etc. In case more than one category of vending points is taken by any party by furnishing wrong information, the allotment of all category of vending points to them shall be cancelled forthwith without any refund of licence fee, security deposits, conservancy charges etc.. and without any liability to ITPO and the allottee shall be required to immediately vacate the premises of the relevant category of vending points.
- 10.1.11** Areas of the vending points have been indicated in the layout plans/ drawings. This may change due to site conditions. The Applicant(s) should physically verify the areas before giving their offers. The premises offered are on 'as is where is' basis. Applicant shall not raise any objection to the condition of premises at any time.
- 10.1.12** The Licensee shall pay all Central, State and Local Taxes including service tax, property tax, duties, licence fees, permit fees, 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 for the purpose of collecting and remitting taxes / levies by any tax authority. However, the Licensee shall produce clearance certificate under the various tax laws to the Licensor on demand.

- 10.1.13 (a)** Requisite licenses from MCD/Delhi Police etc. to operate the vending points in Pragati Maidan will have to be obtained within 20 days from the date of award letter before start of operation in the licensed premises.
- (b) The requisite licenses so obtained should be submitted to ITPO and they should be in the name of the company and/or the person duly authorized by the company on its letterhead.
- (c) The successful bidder will be given the possession of the vending points only after obtaining the requisite licenses from MCD/Delhi Police etc. required to run the vending points inside Pragati Maidan.
- (d) If the successful bidder fails to get the licenses from MCD/Delhi Police etc. within the specified time, then his EMD would be forfeited and allotment would be cancelled.

## **11.1 Guidelines for submitting Technical & Financial Bids**

### **11.1.1 Technical Bid**

- (i) The proposal must indicate the standard packaging forms in which the product is available and the prices for each category to be charged from the visitors to Pragati Maidan. The price, however, should not exceed the printed MRP. The information should be given in the following format:-

Name of the Company : \_\_\_\_\_

S. No.	Size of the Package	MRP	Price to be charged from ITPO	Price to be charged from Visitors

- (ii) If sale/service is proposed through dispensing machines, then the method of dispensing and the quantity to be sold (200/150 ml etc.) through dispensing may be mentioned. The sale price will be proportionate to prices printed on the bottle / packet. Prior approval of ITPO will be necessary for sale price of all items except in case where MRP is indicated on the bottles / packages.

## 11.1.2 Financial Bid

### (a) Basic Offer:

- (i) Licence fee for the entire unit/category of vending points has to be mentioned as indicated against each category of vending points under S.No.2.
- (ii) Separate bids are to be submitted for each category of vending points along with requisite fee, earnest money and supporting documents.

### (b) Offer to ITPO when Water / Dispensing Machine(s) are requisitioned (Applicable for bidders/applicants for supply of Pure, Safe, Hygienic Registered Trademark & bottled Drinking Water only)

- (i) Minimum charges for each dispenser per day in case ordered by ITPO.
- (ii) Charges for one person per 2 dispensing units for overseeing the smooth operation when water services are ordered by ITPO.
- (iii) Rates to be charged for 20 Ltr. water jar.
- (iv) Charges for disposable glasses of 250 ML per packet in the following table:-
- (v) Charges for 500 ml and 1 Litre Water Registered Trademark bottle.

No. of Units per pack	Material of the Glass	Weight of the Glass	MRP of each glass/ packet	Price offered to ITPO.

## 12.1 Important points to be noted

12.1.1 ITPO will only earmark locations of the vending points. Each vending platform will have an area of approx. **5X5 ft.** The licensee will have to arrange their own vending kiosks at their cost. The size of vending kiosk **shall not be more than 5ft.X5ft.** Standard layout design of kiosk shall be got approved from Arch. Division of ITPO, before manufacturing / designing the vending kiosks.

12.1.2 Separate charges will be payable for electrical connections/ consumption, if required, at the prevalent rate of ITPO. The electrical consumption / service connection charges are to be borne by the licensee. **Presently, the rates are Rs.190/- per KW for connection charges and Rs.190/- per KW per day for consumption charges** plus service tax as applicable as per Govt. of India directions.

12.1.3 Licensee shall keep dustbins near to their all vending points.

- 12.1.4** Licensee shall have to operate minimum two vending points of each product throughout the licensed period at the appropriate locations as approved by ITPO and as directed from time to time. No change in location of the vending points will be allowed without prior written approval of ITPO. Not operating the minimum number or increasing the number of vending points over and above what is allotted without prior written approval of ITPO shall be treated as gross violation. This will entail imposition of penalty as deemed fit including termination of licence on the spot without any notice in this regard.
- 12.1.5** The licensee does not get **any right of exclusivity** in the Pragati Maidan. The other F & B operators/ State Pavilions/Central Ministries and other organisations in Pragati Maidan will be at liberty to sell Registered Trademark mineral water/pure, safe and hygienic drinking water, Registered Trademark bottled/packed juices, Registered Trademark ice-creams, and Registered Trademark carbonated soft/cold drinks of their choice at their respective licensed premises/sanctioned Locations.
- 12.1.6** ITPO reserves the right to make alternative/additional arrangements to augment supply/sale of beverages in Pragati Maidan during important/leading trade fairs in anticipation of large number of visitors/ participants/ trade delegations etc..
- 12.1.7** ITPO reserves the right to equip / install water purifiers at places in Pragati Maidan for providing free drinking water during select trade fairs or throughout the year.
- 12.1.8** The Licensee for pure, safe & Registered Trademark hygienic drinking water shall have to ensure **uninterrupted supply of** pure, safe and hygienic bottled drinking water through dispensers or otherwise at exhibition halls during various selected exhibitions/fairs of ITPO including IITF-2013 and as directed from time to time. This shall be done in the following manner:-
- (i) ITPO will inform the licensee the number of points in various halls in which a particular exhibition is being organised and the licensee shall operate hot & cold dispensing units at all those points. ITPO shall pay for the 20 ltr. Jar and bottled water as per approved rate(s) and as per the actual consumption. ITPO shall also pay for disposable glasses of 250 ml. each as per approved rates. Licensee shall quote the price per glass/bottle alongwith weight and material of the glass.
- Alternatively**, ITPO shall provide free in-built booth of 6 sq.mtr. each at one or two locations in the Exhibition Halls and licensee shall provide hot & cold dispensers at each location provided. The licensee can use this booth/stand to promote its products and the licensee shall pay one & half time the prescribed space rent to ITPO for each location. ITPO shall reimburse the actual water consumption charges and charges for the dispenser and the attendant(s).
- (ii) ITPO reserves the right to implement any of the aforementioned method/manner during the licence period. In both the above situations, water will be made available **"free"** to the exhibitors/ visitors during the show in which ITPO requisitions the services.
- (iii) Electricity connection will be provided by the ITPO at the dispensing points where water is being served **free** subject to the other conditions.

The licensee will have to lay the electric cable properly upto the nearest source of power supply at their risk and cost. The licensee shall have to ensure security, upkeep, maintenance of the hot & cold dispensing units as well as manpower available for timely replacement of the jars and disposable glasses. Electricity will be provided by ITPO. Licensee will have to coordinate with a designated official of ITPO for arrangement of cold water during the fairs/exhibitions organised by ITPO in which their services have been requisitioned. The licensor is to confirm the requirement in advance of 7 days before the commencement of the fair and licensee to ensure the availability of water arrangement during the fairs. Arch. Division of ITPO will earmark the space/location/point of dispensing units for water facility as per ITPO's convenience or availability of space. A tentative list of exhibitions/fairs organised by ITPO is available on ITPO's website. The dispensing units requisitioned for keeping inside the halls will not be counted towards number of vending points allowed as per tender notice.

- 12.1.9 Not more than one category of Vending Points will be allotted to any applicant and/or his/her/their partners, associates, sister concerns affiliates, directors, subsidiary etc. All successful bidders will have to submit an Affidavit (copy at Annexure-C) to this effect to ITPO before permission to operate the vending points is issued. In the event if the Affidavit given by the applicant is found to be false, then allotment will be cancelled forthwith without any refund of licence fee, security deposit, conservancy charges etc.
- 12.1.10 Actual physical condition of the locations of vending points must be seen before submitting bids.
- 12.1.11 The Licensee will be bound to submit the menu on demand by the Licensor.
- 12.1.12 The staff deputed by the Licensee must be duly verified by Delhi Police, a copy of which will be required for issue of Entry Pass into Pragati Maidan by the Licensor failing which temporary photo pass will be issued.
- 12.1.13 **The timings of the vending points in Pragati Maidan will be from 9.00 a.m. up to 8.00 p.m./ or any other timing prescribed in the circular issued by Licensor in this regard..**
- 12.1.14 The vending points are to be used for serving to the visitors, exhibitors, employees of Service Agencies and participants to the Fairs/exhibitions and other related activities being organized in Pragati Maidan only.
- 12.1.15 The Vending Points operators will be issued seven passes per five Vending Points. Additional entry passes, if any, required will be issued on payment of **Rs.1,000/-** each. Duplicate passes in lieu of lost / damaged card will be issued on payment of **Rs.500/-** each pass.
- 12.1.16 Full licence fee alongwith the conservancy charges and interest free security deposit have to be paid in advance.
- 12.1.17 Areas in the vending points are to be used only for the purposes specified in the layout plan / drawing. No change in this regard will be permitted.

- 12.1.18 The licensee shall be authorized to sell only the beverages for which they have submitted the tender or permitted by the licensor to sell such particular beverages. Any deviation from the authorized beverages shall be treated as gross violation, which may entail imposition of appropriate penalty and/or termination of licence on the spot without any notice in this regard.
- 12.1.19 Packaging and prices:** The drinking water (mineral/pure & safe water) as per BIS specifications will only be allowed in standard packaging form. The bottled packed juices, ice creams, Tea & Coffee and carbonated soft / cold drinks as per FPO/ PFA etc. specifications will only be allowed in standard packaging form. 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.
- 12.1.20 Vending in disposable sealed paper cups from Bulk packaging by dispensing machine / equipment can be permitted if mentioned in the proposal provided rates are approved by ITPO and the licensee ensures cleanliness and hygienic conditions around the dispensing units. The Licensee will keep dustbins near their vending points.
- 12.1.21 **Hygiene and quality standards:** The licensee shall provide uniforms with caps to all its employees so that they can be easily identified.
- All the employees of the licensee will always be in proper clean Uniform with identification badges and will carry Photo Identity Cards while on duty at Pragati Maidan duly, issued by ITPO and as per rules & regulations formulated by Delhi Police etc. otherwise penalty as under will be impose
- 12.1.22 The licensee shall ensure the medical fitness of the employees and will submit a certificate duly certified by a Registered Medical Practitioner, on demand.
- 12.1.23 The licensee(s) shall keep and maintain easily accessible complaint book at each vending point for the customers to record their complaints if any. The officials of the ITPO will be free to inspect such books whenever desired.
- 12.1.24 The licensor shall not be responsible in any way for the loss or damage caused to the licensee's stock/ property/ equipment/ machines/ or vending units.
- 12.1.25 The Licensee shall remove at their cost and expense the waste materials arising out of their activities in the premises and deposit the same at specified place, failing which the Licensor shall be free to get the same removed at the cost and risk of the Licensee.

- 12.1.26 The licensee shall not keep ice & ice boxes, empty boxes, boards, crates etc. around their vending points. All goods / items of the licensee will have to be kept inside the vending points failing which the same shall be confiscated at the risk and cost of licensee.
- 12.1.27 All services provided by the Licensor, which fall under the purview of Service Tax, shall attract Service Tax at the rate fixed by the Govt. of India from time to time including on the quoted licence fee. Presently, the rate of Service Tax is 12.36%.

### **13.1 Conflict of Interest**

The Bidder (including their personnel/employees) that have a business or family relationship with such members of the ITPO staff who are directly or indirectly involved in the **project** will not be awarded the contract. A declaration to this effect must be furnished by the bidder along with the technical bid/Annexure-c

### **14.1 Corrupt or Fraudulent Practices**

ITPO requires that bidders under this contract observe the highest standard of ethics during the period of contract. In pursuance of this policy, ITPO:

- a) Defines, for the purpose of these provisions, the terms set forth below as follows:
- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public servant; and
  - ii. "fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer, and includes collusive practice among Applicants/Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- b) Will reject a proposal for award of work if it is determined that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c) Will declare a Applicant/Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract / contracts, if it at any time determines that the Applicant/Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.



## **15.1 TERMS AND CONDITIONS FORMING PART OF THE AGREEMENT**

Terms and Conditions forming part of the License Agreement are detailed in Annex.-B. The bidder has to give an Affidavit along with the Technical Bid that the bidder has read all the terms and conditions of the License Agreement and agrees to abide by them in entirety.

## **16.1 TERMINATION / REVOCATION OF LICENCE**

- 16.1.1** 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 an immediate effect, without being liable to give any notice to the Licensee. In such an event, the Licensee will not be entitled to any refund of license fee, conservancy charges & security deposits. The Licensee undertakes to vacate the Licensed Premises immediately or as directed by the Licensor.
- 16.1.2** Any act of the Licensee which results in violation of this 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.
- 16.1.3** Upon the expiry of the period of the Licensed Term or earlier termination of the License for any cause whatsoever, the Licensee 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 also 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.
- 16.1.4** The security deposit shall be refunded by the Licensor to the Licensee only on the expiry of the License Term after deducting / adjusting any existing dues including dues of Electricity, water, damage charges, if any, and any other unpaid bill / fee due etc.
- 16.1.5** The Licensee may also, without assigning any reason, revoke the License and terminate this Agreement after giving one month prior written notice to the Licensor, but in such an event the Licensor shall not refund the License Fee, conservancy charges & the Security Deposit or any part thereof.

- 16.1.6** Revocation of License and termination of this Agreement for any reason whatsoever shall not absolve the Licensee from responsibilities, liabilities for damages and/or payments accrued prior to the Termination of this Agreement.
- 16.1.7** For violation of any terms & conditions of Agreement, the defaulter licensee will also be debarred for allotment of any F&B outlet/unit of vending points in Pragati Maidan in his/her/their name(s) or in the names of their, partners, directors, employees, associates, subsidiaries, sister concerns, affiliates, administrators, representatives, successors etc.etc. as defined in the Companies Act 1956 and / or in other applicable Acts. Any person(s) acting under or through the defaulter licensee will also be debarred for allotment of any F&B outlet/unit of vending points in Pragati Maidan.
- 16.1.8** In case if for any reason whatsoever the Licensee continues to occupy the Licensed Premises beyond the expiry of Agreement, damages @ 5 (five) times of the licence fee (to be calculated on pro-rata basis of licence fee quoted for the duration of the licence) or **Rs.50,000/-** per day whichever is higher for the first seven days of default; 10 (ten) times of the licence fee (to be calculated on pro rata basis of licence fee quoted for the duration of the licence) or **Rs.1.00 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 agrees that it is a reasonable estimate of the damage and the licensee agrees to pay the same without any protest/demur. Under no circumstances will the licensee be allowed to occupy the premises 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 will have no right to their items, if any, found in the vending points and the same will be disposed off at the cost and risk of the licensee.

## **17.1 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 is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts(as are not limited to the establishments and facilities of the contractor), fire, floods, natural calamities or any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such EVENT is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance provided the 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 60 days either party may, at his option terminate the contract.

## **18.1 Arbitration**

- (a) **All matters of dispute arising out of this shall be governed by Indian law and subject to Court jurisdiction in New Delhi.**
- (b) In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the CMD, ITPO (hereinafter referred to as the said officer) and if the CMD, ITPO is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CMD, ITPO. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof of any rules made thereof.
- (c) The Arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- (d) The venue of the arbitration proceeding shall be the office of ITPO or any other suitable venue decided by the Arbitrator.
- (e) Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.

## Annexure-A

### SCHEDULE FOR FINALIZATION OF BIDS / ALLOTMENT(S)

(i)	Release of Advertisement	21.09.2013
(ii)	Receipt of Bids (To be put in the Tender Box available in Room No. 133, 1 <sup>ST</sup> Floor, Annexe Building, Pragati Bhavan, Pragati Maidan, New Delhi-110 001)	11.10.2013 (Till 1530 hours)
(iii)	Opening of Technical Bids	11.10.2013 At 1600 hours
(iv)	Opening of Financial Bids	24.10.2013 at 1530 hours

**APPLICATION FORM -T (TECHNICAL BID)**  
**FOR**

**LICENCE TO OPERATE \_\_\_\_\_ NOS. VENDING POINTS**

**FOR \_\_\_\_\_**  
(please indicate the category of vending points as per details given at page no.3)  
**AT PRAGATI MAIDAN, NEW DELHI**

1. Name of the Applicant Entity : .....
2. Address : .....
3. Telephone No(s) / Mobile No(s). : .....
4. (i) Fax Number(s) : .....
- (ii) ISD/STD Code : .....
- (iii) E-mail address & website : .....
5. (i) Applicant's Legal Status : .....
- Individual/Company/Proprietor/Partnership : .....
- HUF/Society/Any other (*please specify*) : .....
- (ii) PAN Card No. : .....
6. Contact Executive(s) : .....
- (a) Name : .....
- (b) Designation : .....
- (c) Tel. No(s) with STD Code : .....
- (i) Office : .....
- (ii) Mobile : .....
- (iii) E-mail ID : .....

7. Name/Address of Bankers with A/c. No. : .....
8. Details of enclosed Demand Draft / Banker's : No. ....  
 Cheque/Pay Order covering Application dated .....for **Rs.5250/-**  
 Money in case the Bid Document-cum- drawn on .....  
 Application Form is downloaded.
9. Experience in the field of operation of :  
 Vending Points / Kiosks of beverages

S. No.	Type of Vending Points/Kiosks	Nos.	Address	Operating since (Month/Year)	Type of products
	(a)	(b)	(c)	(d)	(e)

Attach self-attested copy of

- (i) Photographic & documentary proof(s) to substantiate the above claims, and
- (ii) Trade licence/licence from local bodies whichever is applicable, for all the aforesaid vending kiosks

10. Details of the beverages/products proposed : .....  
to be sold at the vending points in Pragati  
Maidan and rates to be charged .....

Name of the products manufacturing : .....  
company

S. No.	Size of the Package	MRP	The price to be charged from ITPO	Price to be charged from Visitors

**Sl. Nos. 11 to 15 are applicable only for the Applicants seeking licence for Vending Points packaged Drinking Water**

11. Rate to be charged from ITPO for 20 Ltr. Water jar along with MRP :

12. Rate per dispensing machine per day to be charged from ITPO

(a) For hot and cold water dispensing :

(b) For cold water dispensing :

(c) For 1 Ltr. Registered Trademark packed bottle :

(d) For 500 ML Registered Trademark packed bottle :

13. Rate/wages per person per day to be charged from ITPO (for filling/operation of 2 dispensing machines) :

14. Charges for disposable glasses per : .....  
 packet in the following table

No. of Units per pack	Material of the Glass	Weight of the Glass	MRP of each pack	Price offered to ITPO per glass

15. Equipments proposed to be used for : .....  
 selling beverages. (ITPO would give  
 weightage to high tech equipment .....  
 which ensures cleanliness, hygiene and .....  
 environment friendly operations and .....  
 aesthetics). .....

16. Details of

(i) Business associates, if any : .....

(ii) Vending Points owned/under : .....  
 operation-with period of  
 operation.

(iii) Quality certification. :  
 (Please √ the relevant box)  (i) BIS  (ii) ISO  
 (iii) FPO  (iv) PFA/Any  
 OtherCertificate

(iv) Turn over from operation of : .....  
 vending points (please give details  
 of the last completed financial  
 year)

(v) Has the applicant or his/her : .....  
 business associate ever been  
 barred from operating F&B  
 Outlet/vending point in India?

(vi) Has the applicant or his/her : .....  
 business associate ever  
 defaulted in any manner in .....  
 Pragati Maidan?



- (vii) Details of any : .....  
National/International  
arrangement/agreement in .....  
the field, if any (*Proof to  
be attached*)
17. Date of establishment of the : .....  
applicant's business (*with  
documentary evidence*)
- 18 (a) Have you or your associates : .....  
ever operated any F&B  
Outlet/Unit(s) of Vending .....  
Points or restaurant in Pragati  
Maidan?
- (b) If yes, indicate the year and : .....  
term of allotment/license
19. (a) Income Tax Authority by : .....  
whom assessed, and the
- (b) Permanent Account No. : .....
20. Sales Tax Registration Certificate : S.T. No. ....  
details
21. Name of Bankers with A/c No. : .....  
including details of  
creditworthiness / credit limit, if .....  
any
- 22 Any other information : .....

**I/We, hereby, declare that:-**

- (i) I/We have read and understood & agreed to the Tender conditions, Guidelines and license agreement, etc.
- (ii) I/We have read and understood the terms and conditions governing the grant of license; and
- (iii) I/We agree and undertake to be bound by the same Tender conditions, Guidelines, license agreement and other terms and conditions governing the grant of license.
- (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 licence fee, conservancy charges, security and other deposits.

- (v) I/We have not been barred by any Department / Organisation from operating an F&B outlet/Vending Points.

**I/We hereby also declare that:-**

- (i) The bid has been submitted after site inspection of the locations of vending points and the same are to be allotted on 'as is where is' basis.
- (ii) ITPO reserves the right to suggest us different beverage/ concept/location etc.
- (iii) That the undersigned has been authorised by the firm / company to sign these tender 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 : .....

Designation : .....  
(Capacity in which signed)

Full Address : .....

.....

Company Seal :

**Note: Attach self-attested copies of documentary evidence, wherever applicable.**

**APPLICATION FORM- F (FINANCIAL BID)**  
**FOR**  
**LICENCE TO OPERATE ..... NOS. VENDING POINTS**  
**FOR SALE/SERVING .....**

NOTE:--

1. The proposed area of each vending point is 5 x 5 ft. and the locations have been mentioned in the enclosed drawing.
2. Separate application/bid is to be submitted for both Group of Vending Point along with requisite earnest money thereof.

**(TO BE FILLED IN BY THE APPLICANT)**

Dear Sir,

I am /We are pleased to submit my/our Financial Bid for **Rs.**\_\_\_\_\_ (in words \_\_\_\_\_ (exclusive of service tax, as applicable) for grant of license to operate Vending points for sale/service for \_\_\_\_\_ in Pragati Maidan along for a period of **11 months (eleven months only)**.

I/We hereby declare, understand and accept that:-

1. the submission of the offer does not guarantee grant of licence and that ITPO has the right to cancel or reject bids at any time.

2. We will also deposit an interest free refundable/ adjustable security deposit of **Rs.3.00** lakh or 10% of the quoted License Fee in respect of vending points of Category-I and **Rs.1.00** lakh each or 10% of the quoted licence fee whichever is higher in respect of vending point of Category-II and category-III, with the licensor through a demand draft or banker's cheque payable to ITPO, New Delhi, before taking over the possession of the Vending Platforms.
3. That term of the licence for Vending Points/kiosk/platforms shall be for a period of 11 months (eleven months only) and the same shall not be liable to be extended under any circumstances notwithstanding any dispute between licensor and ourselves.
4. Security deposit will be at the disposal of ITPO or make good any loss/ damages/ outstanding dues and for performance of other Terms & Conditions of licence.
5. We will also pay entire license fee and conservancy charges in advance by the stipulated date to be given in the Award Letter.
6. All services provided by the Licensor, which fall under the purview of Service Tax, shall attract Service Tax at the rate fixed by the Govt. of India from time to time including on the quoted License Fee. Presently, the rate of Service Tax is 12.36%.
7. I understand that the License Fee & conservancy charges are lump sum amounts and no part thereof are refundable in the event of cancellation of the License Agreement either by the Licensor or the Licensee.

I/We understand that apart from quoted license fee and conservancy charges, electricity charges etc. shall be payable by us regularly to the complete satisfaction of ITPO at the rates decided by ITPO from time to time, along with other statutory and local taxes and we undertake to pay the same regularly as per periodicity indicated by the Licensor. We understand that non-payment of dues on time will result in cancellation of licence. The existing applicable rates specified in Annexure-D have

been seen by us and we agree that these charges are subject to revision by the licensor without any notice.

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

Thanking you,

Yours faithfully,

Place:

Signature :

Date:

Name :

Designation :  
(Capacity in which signed)

Full Address :

Company Seal:

Email ID :

**SCHEDULE - A**

**TERMS & CONDITIONS FORMING PART OF LICENCE AGREEMENT.**

**1. OBJECTIVE**

The Licensee shall use the said Licensed Premises/Vending Platforms only for the purpose of operating vending points for sale/serving approved beverages 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 vending platforms/locations and / or inside Pragati Maidan shall be used by the Licensee.**

**2 TERM OF LICENSE**

**2.1** The term of the license will be **11 months (eleven months only)** from \_\_\_\_\_ and shall expire on \_\_\_\_\_ (**Licensed Term**) unless earlier terminated/cancelled/revoked by the Licensor. The term of the licence shall not be renewed/extended under any circumstances notwithstanding any dispute between Licensor and the Licensee. The disputes / issues, if any, will be processed for financial compensation.

**2.2** The Licensee shall be deemed to have vacated the Vending Platforms (Licensed Premises) on termination or expiry of the License Period and shall thereafter have no right to access the Licensed Premises/Platforms. In such cases, the Licensor will be at liberty to deny entry of Licensees into the Licensed Premises (vending platforms) and get the Licensed Premises (vending platforms) vacated including disconnection of water, electricity, and other facilities to which the Licensee 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 seeking resolution may be limited to financial compensation as per the other terms of the agreement.

**2.3** On expiry/revocation/cancellation/termination of the Licence, the Licensee shall hand over peaceful vacant possession of the Vending Platforms (Licensed Premises) in good condition to the Licensor along with fixtures, fittings, equipments & 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 at the time of taking over possession of the premises), failing which Licensor shall take over possession and the Licensee shall not have any claim on the goods left in the premises.

- 2.4** Licensee shall reimburse any loss or damage to the property and equipment of Licensor as per the assessment of Licensor's Engineering Division after verification within six week from the date of vacation, 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**

#### **3.1 AREA OF VENDING POINTS**

Licensor will just hand over the Vending Platforms as per locations indicated in the layout plan(s). The licensee will have to bring their own vending kiosks and all expenses will be borne by the Licensee. It may be ensured that the size of vending point shall be 5ft X 5ft. The locations & areas of the Vending Platforms (licensed premises) are to be used only for the purposes specified in the bid documents/layout plan / drawing. No change in this regard will be permitted. No unauthorized areas adjacent to the Vending Platforms shall be used.

No beverages are to be served in any manner anywhere outside the designated area.

Additional fixtures, even temporary within the licensed area for preparation, servicing or any other purpose shall be permitted with prior approval of ITPO.

### **4. OPERATION OF VENDING POINTS**

- 4.1(a)**The right of admission to Pragati Maidan including to the Vending Platform(licensed premises) is reserved by the Licensor as per terms and conditions laid down from time to time. The service from the Vending Points will be restricted to Organisers, participants, visitors and service providers of Exhibition, Convention, Conference or other Events held inside Pragati Maidan, employees of ITPO and other Organizations for the ongoing fairs and exhibitions and other related activities and all persons authorized entry into Pragati Maidan for bonafide purposes/ operation within Pragati Maidan only. All the visitors should have bonafide entry ticket / entry pass/ exhibitor or

Organizers Badge to the Pragati Maidan or employee identity card. None of these categories of authorized visitors to Pragati Maidan will be denied service from the vending points.

- 4.1(b)** The Licensee shall use the Vending Platforms (Licensed Premises) strictly for serving approved beverages to the exhibitors and visitors to fairs / exhibitions and other related activities in Pragati Maidan. The Licensee is strictly prohibited from using the premises for catering of 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 areas (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 except for supporting the trade promotion and other related activities permitted by the licensor.
- 4.2** The Licensee has no right on the land or Licensed premises/platforms.
- 4.3** 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, Pragati Maidan 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.
- 4.4** The Licensee shall be responsible for the maintenance, high standard of cleanliness, sanitation, hygiene in the premises continuously and also for repair and maintenance of fixtures, fittings and additional facilities such as electricity and water. The Licensee 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.
- 4.5** The Licensee shall give special attention to the manner in which his/her 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. In this regard a certificate from an RMP (Register Medical Practitioner) in respect of each employee is required to be



submitted by the Licensees every six months or earlier if demanded by the Licensor.

**4.6 The timings of the Vending Points operation in Pragati Maidan will be from 9.00 A.M. up to 8.00 P.M., or any other timing prescribed in the circular issued by Licensor in this regard.**

**4.7** The operator shall ensure that beverages/consumable served from the Vending Points 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 shall be solely liable for any action or penalty imposed by relevant authorities in this regard.

**4.8** The Licensee shall also conform to the Food Safety and Standard Acts, Regulations, Bye-laws enacted there under and specifically to the guidelines on hygiene and sanitary practices provided under requisite schedule of Notification dated 1<sup>st</sup> 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/licence/permission to the satisfaction of Licensor Within one month from the date of possession of licensed premises.

**4.9** Officials or representatives/appointed agency of Licensor may, at any time, monitor the quality of raw material, prepared/processed beverages/consumable items and standards of facilities and interiors, exteriors of the vending points(licensed premises) etc. The licensee shall assist/co-operate with the Licensor's officials in this regard.

**4.10 Printed menu, rate list and MRP**

4.10 (a) Printed menus with rate list to be placed at prominent locations of Vending Points.

4.10(b) The beverages/consumable items in standard package forms are to be sold only at the latest MRP in Delhi if the sale is across the counter and the licensee will ensure that the sale price does not exceed the printed rate/lowest MRP in Delhi. The licensee, however, 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.*** No Hand Bills/Stickers are allowed to be displayed or distributed anywhere in the premises or outside.

4.10 (c) Logo/name/ emblem of ITPO should not be printed or used in any manner on any packed product to be sold inside Pragati Maidan, if noticed it will be treated as violation of the terms and conditions of the bid documents/ license agreement and may attract appropriate penalty/termination of the license agreement as deemed fit by the Licensor.

4.10 (d) For violation/non-compliance of above indicated clauses viz. clause 4.10(a), 4.10(b) and 4.10(c), following actions /penalties may be exercised:

1. For 1<sup>st</sup> violation-warning will be given.
2. For 2<sup>nd</sup> violation- Penalty of Rs.10000/-
3. For 3<sup>rd</sup> violation- Penalty of Rs.20000/-
4. For 4<sup>th</sup> violation- Penalty of Rs.30000/- or termination/cancellation/revocation of the License Agreement.

**4.11** The serving of pork, beef and alcohol is strictly prohibited in licensed premises.

**4.12** The Licensee shall not place or permit placement of any advertisement, notice frames, pictures, decorations, pay telephones, weighing or unauthorized vending machines or manual or mechanical/electrical devices or contrivance for commercial gains. Boards/Banners/ hoarding/ posters etc. promoting any individuals location/ outlet either in Pragati Maidan or at any of the Gates or near the Vending Points is not permitted.

**4.13** The design specification and size of the signage of Vending Point shall be provided by the Licensor and to be maintained for uniformity and aesthetic presentation. Licensee will not be allowed to put any signage, board, advertisement(s), pictures, decorative items etc. etc. of his / her own or for any other products being sold from the vending points. No commercial gains of any kind are permissible from the vending points other than selling the approved beverages.

**4.14** Cleanliness and maintenance of vending platforms (licensed locations) shall be the responsibility of the Licensee.

**4.15** Segregation of waste material will also be undertaken by Licensee as per local rules and regulations. Licensee 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 for disposal by Licensor outside the Pragati Maidan-.

- 4.16** The Licensee, his agents and employees shall observe/perform and comply with all applicable law/ 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 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 is allowed to carry on under this Agreement and to the area in which the said premises is located. This also includes compliance of laws relating to hygiene, storage, sanitation, cleanliness product quality and disposal of water & waste material etc.
- 4.17** The packaging of the beverages/consumable items served / sold by the Licensee at Pragati Maidan should bear the name / logo of the Licensee/ Registered Trademark owning company whose products are approved for sale/serving at the vending points.
- 4.18** Only approved beverages /product will be served at the vending points.

## **5 SERVICE AT VENDING POINTS**

All employees of the Licensee will always be in proper clean uniforms with identification badges and they will carry Photo Identity Cards issued by Licensor while on duty at Pragati Maidan.

## **6. OPERATIONAL REQUIREMENTS**

- 6.1** Use of gas cylinders, coal, fire wood etc. is not permissible. The Licensee, if required, will have to use only equipments using electricity for heating /freezing of approved beverages/consumable items to ensure safety. The list of equipments will have to be got approved in advance from Licensor and adequate electrical load has to be got pre sanctioned from the Licensor.
- 6.2** All communications to the Licensor must be sent on the letter-head of the Licensee 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.

## **7 LICENCE FEE & SECURITY DEPOSIT**

### **7.1 LICENSE FEE**

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

- (a) The Licensee shall pay to the Licensor a Licence Fee as agreed to for payment for the Licensed Term (hereinafter referred to as **"License Fee"**) in addition to the service tax and other Govt. levies, as applicable, from time to time.
- (b) The Licence Fee of the entire licence period will be payable in advance before taking over the possession of the Vending Platforms (licensed premises) along with the service tax as fixed by the Govt. from time to time. Presently the rate of Service tax is 12.36 % and the Licensor will also charge service tax on the services provided to the Licensee which fall under the purview of Service Tax.

### **7.2 SECURITY DEPOSIT**

**7.2.1** In addition to the licence fee, the licensee will also be required to deposit with the licensor interest free refundable/adjustable Security Deposit of **Rs.3.00** lakh or 10% of the quoted licence fee in respect of vending points of Category-I and **Rs.1.00** lakh each or 10% of the quoted licence fee whichever is higher in respect of Vending Points of Category-II and category-III, through a bank draft or banker's cheque payable to ITPO ,New Delhi before taking over the possession of the vending points.

Besides payments for utilities like electricity & water (wherever provided) at the rates specified by ITPO from time to time, the Licensee will also be required to pay Conservancy Charges (non refundable) for removal of waste mentioned at Sl. No.3 of Annexure-D. This conservancy charge as per rates prescribed is payable for removal of the waste generated by the Licensee from the designated location upto which he/she shall transport the same by his/her own arrangement as per detailed guidelines to be issued by the Licensor from the Vending Points to the designated location for the same. The waste from the designated locations for disposal outside the Pragati Maidan will be by ITPO or its authorized agency/representative.

The charges as indicated in Annexure-D are subject to revision without any notice.

7.2.2 Conservancy charges (non-refundable) for entire duration of the licence period are payable in advance before taking over the possession of the licensed premises.

7.2.3 Any act of the Licensee 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.**

## 8 PAYMENT OF DUES AND RATES & TAXES

8.1 Licensee is required to make time-bound payments of all dues towards licence fee, conservancy charges, consumption of electricity, water, etc. and applicable taxes.

If any payment towards electricity, water, conservancy, other utilities, penalties and any other dues remain outstanding beyond the date stipulated in the demand note / invoice, Licensor shall have the right to terminate licence within seven days from the date of demand notice without giving further notice and forfeit the security deposit. The electricity and water connections (wherever provided) shall also be disconnected forthwith. Licensor shall take possession of the vending platforms (premises) on 'as is where is' basis. The claim of the Licensee to the goods lying in the premises (vending kiosks) would not be entertained.

If the outstanding dues are more than the security deposit, Licensor shall take appropriate action for recovery of balance amount payable to Licensor along with 24% penal interest at the risk and cost of the Licensee

8.2 No part of the licence fee, Security Deposit and conservancy charges is refundable in the event of cancellation/revocation of the licence by the Licensor.

8.3. The licensee shall pay all Central, State and local taxes including service tax, property tax, duties, licence fees, permit fees 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 for the purpose of collecting and remitting taxes/ levies by any tax authority. However, the licensee shall produce clearance certificate under the various tax laws to the licensor on demand.

## **9 ENTRY & EXIT AND PARKING**

- 9.1** The Licensee 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.
- 9.2** Entry of vehicles inside the Pragati Maidan is not permitted during the fair/exhibition hours. Only limited number of essential service vehicles, with valid Service Pass, shall be allowed entry. During the IITF and other major fairs, the entry of service vehicles shall be regulated by the Licensor to meet the specific requirements.
- 9.3** The Vending Points operators will be issued seven passes per five Vending Points. Additional entry passes, if any, required, will be issued on payment of Rs.1,000/- each. Duplicate passes in lieu of lost / damaged card will be issued on payment of Rs.500/- each pass.
- 10** The Vending Platform/Kiosks (Licensed premises) shall not be used for residential purposes by the Licensee or its employees.

## **11. SAFETY AND SECURITY**

- 11.1** The Licensee 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.
- 11.2** The Licensee 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 equipments checked / monitored from Delhi Fire Service or any other approved agency at the cost of the Licensee if felt appropriate during the period of License. The Licensee will also obtain NOC from Delhi Fire Service in respect of allotted licensed premises if necessary.
- 11.3** The Licensee shall also ensure that its employees promptly evict inebriated, rowdy and other anti-social elements if and when the need so arises in order to maintain decorum in the premises.

- 11.4 The Licensee and its employees shall comply with any special instructions issued from Licensor/Delhi Police/Security Agencies including those with regard to security from time to time.
- 11.5 Requisite licenses viz. MCD/Delhi Police etc. to operate the vending points in Pragati Maidan will have to be obtained within 20 days from the date of award letter before start of operation in the licensed premises.

The requisite licenses so obtained should be submitted to ITPO and they should be in the name of the company and/or the person duly authorized by the company on its letterhead.

## 12 DAMAGES AND PENALTY

- 12.1 The Licensee shall confine their activities within the Licensed locations (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 License will be cancelled on the spot and electricity & Water connections (if provided) shall also be disconnected, **without any notice.**
- 12.2 Except where specifically provided in this Agreement, 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.**
- 12.3 The Licensee shall abide by all directions issued by the Licensor in order to maintain and upkeep the vending kiosks/premises in a proper state of cleanliness and hygiene in and around the vending points & will also ensure the compliance of all rules and regulations with regard to the conditions of beverages quality/standards, sanitation, cleanliness and hygiene, failing which the Licence Agreement shall be terminated/cancelled.
- 12.4 The Licensee 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 licence agreement and in such a situation no refund towards licence fee, security deposit and other deposits

towards services will be permissible. The decision of the Licensor in this regard will be final and binding.

- 12.5** The Licensee shall not cause damage to any structure, installation, fixture, device, etc. in Pragati Maidan and in the event of any damage being caused to the same intentionally or otherwise, by the Licensee or his employees or invitees or customers, the Licensee shall make good 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 to reimburse cost thereof forthwith or on demand by Licensor.
- 12.6** The Licensor is at liberty to forfeit the Security Deposit to adjust/offset the dues payable to Licensor by the Licensee after due Notice to the Licensee by the Licensor.

### **13 GENERAL**

- 13.1** The Licensee 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 Vending Platforms (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 Licence. Any change in the management, control, composition, constitution or ownership of the Licensee 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.

- 13.2** The Licensor shall have the right to grant rights and privileges to any other parties similar to the ones enjoyed by the Licensee within the Pragati Maidan without any restriction whatsoever.
- 13.3** The Licensee shall be solely liable towards any complaint, or any or all action taken by any person against quality of beverages/consumables served, or other services rendered by the Licensee, or behavior of its employees, staff and supervisors in the Licensed Premises.



- 13.4** The Licensor does not recognize any association of the Licensees and in case any clarification of the Terms and Conditions of the License or modification thereof, such clarification should be sought by the Licensee alone and no collective representation will be entertained.
- 13.5** The Licensee shall maintain a complaint book/visitor book / suggestion box at a prominent place at the Vending Kiosks (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.
- 13.6** In case of any strike or lock-out either in the Pragati Maidan or at the Vending Platforms (Licensed Premises) or for security reasons, if the Licensee is unable to function or its business is affected, the Licensor shall not be liable for any loss which the Licensee may suffer. In such an event, the Licensee shall not be entitled to any reduction in the Licence Fees or any other compensation, whatsoever in nature.
- 13.7** The Licensee shall engage only such persons who will have good character/behavior and are skilful in their business. The Licensee 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 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 Pragati Maidan. Decision of the Licensor shall be final and binding in this regard. The persons employed by the Licensee 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.

The Licensee shall also have all persons employed by him verified by the police to the satisfaction of the Licensor, before employment, a copy of which along with complete data will be required for issue of Entry Pass into Pragati Maidan by the Licensor. Otherwise temporary entry pass for one month shall be issued for operation and completion of police verification of such employees.

- 13.8** In the event of the Licensee being prohibited/refrained from selling one or more of its articles at the Vending Points (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 and in such an event the Licensee shall not be entitled to any reduction in the Licence Fees etc.

**13.9** Gambling, disco, dancing, karaoke, jam session, cabaret and other similar activities different from service of food & beverages are strictly prohibited at the vending platforms (licensed premises). Any violation of this clause will result in summary cancellation / revocation of licence .

**13.10** Licensor reserves the right to withdraw / temporarily suspend the use of specified area of the allotted vending points (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 licence term shall be considered by Licensor in this case.

**13.11** Use of plastic bags etc. in Pragati Maidan is prohibited as per direction of Govt. of NCT Delhi.

**13.12** The possession of the vending platforms shall be allotted on "AS IS WHERE IS" basis.

**13.13** Emergency lights in working condition must be available in all individual vending points.

## **14 INSURANCE**

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

- (i) The Licensee will be required to obtain comprehensive insurance policy of the vending platforms against all risks for a suitable amount. It shall be the responsibility of Licensee to ensure that the insurance policy remain effective without any break during the period of Licence.
- (ii) The Licensee 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 Licence.

- (iii) ITPO will not be liable to pay for any loss/damage/claim arising out of the operations by the vending point 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 over possession of the premises, an inventory of all fixtures and fittings including air-conditioning and electrical etc. will be made and the same will have to match on expiry/revocation/ cancellation/termination of licence 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 licence or deemed vacation.

## **16 INTERIORS, FURNISHING AND FAIR BUSINESS PRACTICES:**

### **16.1 INTERIORS AND FURNISHING:**

- (i) No construction/addition / alteration can be carried out inside/outside the vending points without Licensor's prior written consent and permission.
- (ii) 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 shall remove such temporary fixtures from the allotted space (Licensed Premises) and restore the premises to the original condition at his/her own cost after removal of additional fixtures and interior decorative items to the satisfaction of the Licensor.
- (iii) The Licensee shall file a copy of the proposed plans of interior decoration, if any, for Licensor's prior approval before the commencement of the works.

## **16.2 FAIR BUSINESS PRACTICES:**

The Licensee 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 shall be solely answerable in respect of goods sold from the vending points (Licensed Premises).

## **17 INDEMNITY**

**17.1** The Licensee shall indemnify and keep indemnified the Licensor against any claims whatsoever, financial or otherwise made by third parties for any loss or injury to any person or property at any time during the subsistence of the Licence and subsequent thereto relating to the period of Licence. The Licensor shall not be responsible in any way for loss for damage by any means causes to the Licensee's stock or property during the period of Licence.

**17.2** The Licensee shall indemnify and keep indemnified the Licensor against any claims whatsoever, financial or otherwise made by any employee / worker or trade union, association, etc. relating to any dispute whatsoever, at any time during the subsistence of the Licence and subsequent thereto relating to the period of Licence.

**17.3** The Licensee will indemnify the Licensor towards any willful infringement or contravention of any rules, regulations or laws of Municipal Corporation of Delhi or other competent authorities. All applicable laws will be deemed to be applicable to the Licensee in respect of the use and occupation of the Licensed Premises and the Licensee agrees to abide by the terms and conditions therein.

## **18 TERMINATION / REVOCATION OF LICENCE**

**18.1** 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 an immediate effect, without being liable to give any notice to the Licensee. In such an event, the Licensee will not be entitled to any refund of license fee and the security deposits. The Licensee undertakes to vacate the allotted space (Licensed Premises) immediately or as directed by the Licensor.

- 18.2** Any act of the Licensee which results in violation of this 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.**
- 18.3** Upon the expiry of the period of the Licensed Term or earlier termination of the License for any cause whatsoever, the Licensee shall have no right, title, interest to use the said Licensed Premises. The Licensor shall have undisputed right to make use of the said allotted platforms (Licensed Premises) at its discretion thereafter and also to grant license and/or further rights of the allotted space (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 only on expiry of the License Term after deducting / adjusting any existing dues including dues of Electricity, water (if provided), damage charges, if any, and any other unpaid bill/ fee due.
- 18.4** The Licensee may also, without assigning any reason, surrender the License and terminate this Agreement after giving one month prior written notice to the Licensor, but in such an event the Licensor shall not refund the License Fee, conservancy charges and the security deposit or any part thereof.
- 18.5** Revocation of License and termination of this Agreement for any reason whatsoever shall not absolve the Licensee from responsibilities, liabilities for damages and/or payments accrued prior to the Termination of this Agreement.
- 18.6** (a)The vending points are only meant for selling/serving 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 around the vending points and inside Pragati Maidan 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 licence.

**18.7** For violation of any terms & conditions of Agreement, the defaulter Licensee will also be debarred for allotment of any F&B outlet/unit of vending points in Pragati Maidan 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 will also be debarred for allotment of any F&B outlet/unit of vending points in Pragati Maidan.

**18.8** In case if for any reason whatsoever the Licensee continues to occupy the allotted platforms/space (Licensed Premises) beyond the expiry of Agreement, damages @ 5 (five) times of the licence fee (to be calculated on pro-rata basis of licence fee quoted for the duration of the licence) or **Rs.50,000/-** per day whichever is higher for the first seven days of default; 10 (ten) times of the licence fee (to be calculated on pro rata basis of licence fee quoted for the duration of the licence) or **Rs.1.00** 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 agrees that it is a reasonable estimate of the damage and the licensee agrees to pay the same without any protest/demur. Under no circumstances will the licensee be allowed to occupy the space/platforms 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 will have no right to their items, if any, found in the vending points and the same will be disposed off at the cost and risk of the licensee.

Under no circumstances will the Licensee be allowed to occupy the allotted platforms (vending points) 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 will have no right to their items, if any, found in the vending points and the same will be disposed off at the cost and risk of the Licensee.

Any violation of this Agreement would disqualify the Licensee from applying for all bids issued / to be issued in future by the Licensor for operation of vending points/F&B outlets.

**18.9 For violation of any term & condition of the licence, the Licensor shall be entitled to cancel/terminate/revoke the licence 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 vending points or the quality of food and Beverages served being unsatisfactory as indicated in Clauses **4.4, 4.15 and 4.16** of the Terms & Conditions.
- (b) Organising any unauthorized functions by violating Clauses 4.1 & 4.12.
- (c) Delay in payment of dues in terms of Clauses 8.
- (d) Any deviation/ increase/ alteration from the approved area or not confining the activities within the licensed areas (licensed premises) as indicated in Clauses 3.1 & 16.1 (i) and for using unauthorized areas adjacent to the vending points.
- (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 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 vending platforms/points (licensed premises) for any other purpose than for what it is allotted.
- (g) For overcharging – charging rate more than printed rate/MRP.
- (h) On any violation/non-compliance of terms & conditions and / or bid document/Award Letter.

**18.10 In case if it comes to notice that information/documents furnished by the licensee 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 case, the Licensee will not be entitled to any refund of license fee and security deposits.**

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

**19.1 Refund** In case the Licensee vacates the vending platforms (Licensed Premises) before the expiry of the Licence Period, the Licensor will not refund any part of the Licence Fee, security deposit and the Conservancy Charges to the Licensee.

**19.2 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

- 19.3 **Exit Permit** On expiry/cancellation/termination of licence, 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 Pragati Maidan by the Licensee.
- 19.4 **Storage** No storage is allowed outside/adjacent to the Vending Points (Licensed Premises) and behind the vending points.
- 19.5 **Stamp Duty and Charges** The Licensee shall bear the cost of stamp duty 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.
- 19.6 **Jurisdiction** This Agreement is subject to the exclusive jurisdiction of courts at Delhi/ New Delhi.
- 19.7 **Interpretation** The decision of CMD, ITPO, the Licensor or his/her nominee shall be final and binding on the operators about the Rules & Regulations relating to the use of the allotted areas (Licensed Premises) including disputes/ differences of opinion, if any.

## 20 COVENANTS, UNDERTAKINGS AND WARRANTIES

The Licensee 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 in the said allotted areas (Licensed Premises) or any part thereof.
- (ii) Licensed Premises/vending platforms shall at all times be under the ownership, possession control and supervision of the Licensor. The Licensor shall retain 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 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 allotted space/platforms (Licensed Premises) for the Permitted Purpose and only during the Licensed Term. Licensee shall have no interest in the allotted space/platforms (licensed Premises) in any manner whatsoever after expiry or termination / cancellation of licence agreement.
- (iv) Licensee shall not store or bring into the vending points (Licensed Premises) any inflammable or otherwise dangerous materials / goods, narcotics or drugs/ alcoholic beverages, banned substances in any part of the vending points (Licensed Premises) which would present a fire and/or health hazard to the vending points (Licensed Premises) property, its guests and/or visitors.
- (v) Licensee 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 Licensees.
- (vi) Use of loudspeakers or playing music, making announcement and other promotional means for attracting visitors etc. is strictly prohibited.
- (vii) Copyright Licence – 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 vending point operator has to get required licence(s) from the concerned authorities in advance. Any vending point operator found infringing Copyright Act shall be personally liable to pay the penalty and indemnify ITPO for such infringements.
- (viii) Licensee shall not, in any manner whatsoever make any favour or give any concession of any kind to any of the staff of the Licensor.

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**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 shall fulfill all necessary local/statutory requirements such as, requisite licenses and approvals including license to operate vending points.
2. that there has been no case / litigation whatsoever against me / firm / company or any other business 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 Vending Points and/ or to enter into the License Agreement.
3. that no penalty on account of failure of food/beverages samples/ unhygienic condition of F&B outlet(s)/vending points have 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 1<sup>st</sup> 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/ licence / permission to the satisfaction of Licensor before commencing operations in Pragati Maidan.

5. That I/we/firm/company shall ensure that beverages/consumable 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. 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. that I/firm/company have an experience of \_\_\_\_ years in the management/operation of vending points/food outlets and that I/firm/company have an annual turnover of **Rs.\_\_\_\_\_**lakhs in the last two Financial Years from F&B /Vending Point operations.
7. That I/firm/company or any other business legal entity in which I/we have controlling share has/ have never been barred from operating any F&B outlet/vending point 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 and other services after expiry of the Agreement and/ or seal or

take over the premises/licensed locations on the expiry of the Licence Agreement **without any notice** to the licensee.

9. That I / we understand and agree that the licence period /term of licence of Vending Platforms/locations for which I am/ we are submitting our bids, namely Vending Platforms for sale/serving of \_\_\_\_\_ is for a period of **11 months only** as per the Bid Notice/Bid Documents and the period of licence is non-negotiable and will not be extended under any circumstance on ground of any dispute and agree that said issues may be processed for financial compensation, if any.
10. That in case I am/we are allotted the licensed premises/vending locations, namely, Vending Platforms for sale/serving of \_\_\_\_\_ I/we will hand over the peaceful vacant possession of the licensed premises/vending locations immediately on expiry of term.
11. That in case I am/ we are allotted the licensed premises/vending locations, namely, Vending Platforms for sale/serving of \_\_\_\_\_ I/we shall peacefully hand over the vacant possession of the licensed premises on termination / cancellation / revocation of licence 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 we shall not resort to any unauthorized use of the premises/licensed area and shall confine the permitted activities within the specified area. We also understand and agree that for any violation of these

conditions and / or for use of any area outside / beyond the licensed area, the licence agreement will result in summary cancellation/ termination of licence agreement.

13. That I / we undertake and agree that the Licensor will have the right to revoke / cancel the Licence Agreement **without any notice** 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 Licence Agreement.
15. That I/we agree and undertake that I / we will not operate more than one group/category of Vending Points in Pragati Maidan at any 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/vending point on account of food quality issues by concerned govt. authorities or have not been convicted for irregularities concerning F&B outlets/vending point under various statues / rules / regulations / orders etc.
18. That I/we have not been debarred from bidding on account of Clause 4.1.2 of bid documents.

19. That I/We also undertake that none of my personnel/employee have a business or family relationship with any employee of ITPO and no one from ITPO is directly or indirectly involved in the project.
20. That I/we have read all the terms & conditions forming part of the Licence Agreement (Annexure-B) and agree to abide by them in entirety.

**DEPONENT**

**VERIFICATION**

Verified at Delhi on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 that the contents of the above Affidavit are true and correct to my /our knowledge and no part is false and incorrect.

**DEPONENT**

**Annexure-D**

**India Trade Promotion Organisation**

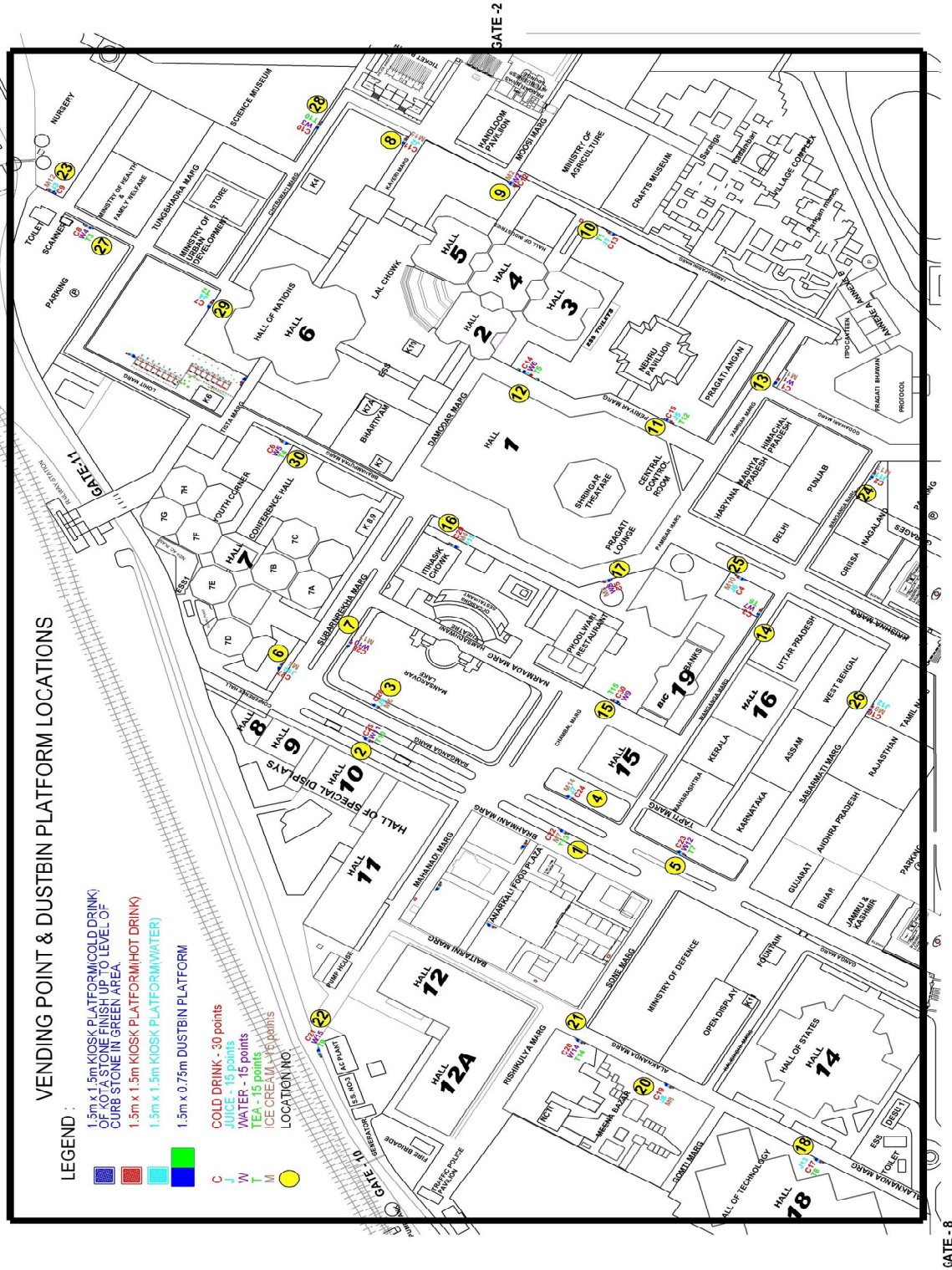
**Charges applicable for various services / utilities for  
operation of Vending Points (wherever provided)**

<b>S. No.</b>	<b>Services / Utilities</b>	<b>Rate</b>		
1.	<b>Electricity Charges</b>	<b>Rs.10/- per KWH subject to a minimum of Rs.180/- per KW per month of connected load wherever meter is installed.</b>		
		(a)	<b><u>Power connection charges</u>: Rs.190/- per KW</b>	
		(b)	<b><u>Power consumption charges</u> : Rs.130/- per KW per day, wherever meter not installed</b>	
		(c)	<b><u>Penal charges</u>: In case load is drawn more than the sanctioned load, penal rates will be charged @ <b><u>1.5 times</u></b> the normal rate of ITPO approved tariff.</b>	
		(d)	<b><u>Re-connection charges</u>: In case of power disconnection, re-connection charges as per approved tariff will be charged @ <b>Rs.190/- per KW.</b></b>	
2.	<b>Water Charges</b>	(a)	<b><u>Water consumption charges</u>: Rs.223/- per kilo litre.</b>	
		(b)	<b><u>Water connection charges</u>: Rs.8,100/- per connection.</b>	
		(c)	<b><u>Re-connection charges</u>: Rs.16200/-</b>	
		<b>OR</b>		
		(d)	<b>Rs. 1,162/- Per Tap /Per day</b>	
		(e)	<b>Rs. 6,480/- Per Tap /Per day</b>	
3.	<b>Conservancy Charges*</b>	:	<b>Per 15 Vending Points</b>	<b>Rs.0.30 lakh for entire duration.</b>

- Note:**
- (1) Rates are subject to change without any notice.
  - (2) Service Tax @ 12.36% will be applicable on all the services or as prescribed by the competent authority.
  - (3) \* - Conservancy charges are under revision and will be intimated at later stage.

**India Trade Promotion Organisation**

**Layout plan for Vending Points**





**India Trade Promotion Organisation****INDEX****Documents required to be submitted by the bidders under different clauses of Bid documents****Essential Eligibility criteria**

<b>S. No.</b>	<b>Clause No.</b>	<b>Reference in Bid Document</b>	<b>Details (Attached)</b>	<b>Page No.</b>
1.		<b>Name of the Party-M/s.</b>		
2.	4.1.1 (P-4)	<b>Vending Point for/No.</b> The applicant business entity applying for the license of.....Vending Points should be a		
		<b>Experience</b> Registered Trademark of each category for which the application submitted and also be in existence for a minimum period of <b>last 03 years.</b>		
		<b>Turnover</b> The applicant should be a Registered Trademark owning Firm with a minimum <u>turnover of Rs.50 lakhs</u> from F&B/Vending Point operations during the last Financial Year. proof of which is to be submitted. <i>OR</i> Authorized distributor of the Registered Trademark_owning firm with a <u>minimum turnover of Rs.15.00 Lakhs</u> during the last financial year from the sale of the same Registered Trademark of each category of product subject to the condition that the turnover of Registered Trademark owning Company should be minimum <b>Rs.50 lakhs</b> during the last financial year, proof of which is to be submitted.  <b>The applicant will submit a letter</b> from the Registered Trademark owning Company to allow them to operate Vending Points in Pragati Maidan in the name of the applicant.		
		<b>Certificate</b> The applicant business entity applying for the license for vending points should have <b>ISI (BIS)/ISO/FPO/PFA</b> Certification, as applicable for his/her/their product(s), and furnish a copy of the same with the Technical Bid.		
		<b>FSSAI</b> The Licensee shall also conform to the Food Safety and Standard Acts, Regulations, Bye-laws enacted there under 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 within one month from the date of possession of premises.		

3.	4.1.2 (P-5)	The applicant or any other business entity where it had and/or still has controlling share, should not have been debarred from operating F&B outlets/Vending Points on account of food/beverages quality by concerned govt. authorities or should not have been convicted for irregularities concerning F&B outlets/Vending Points under various statutes/rules/regulations/ orders etc.		
4	4.1.3 (P-5)	<p><b>NOT ELIGIBLE IF :</b></p> <p>Those F&amp;B/Vending operators who have already operated/have been operating any F&amp;B outlet/ Vending Point in Pragati Maidan and who</p> <p>a) have not honoured the terms and conditions of the Licence Agreements; or</p> <p>b) are in litigation/arbitration on a dispute with ITPO in any legal forum for any reasons whatsoever; or</p> <p>c) have outstanding dues payable to ITPO during their F&amp;B/ Vending Point operations in Pragati Maidan,</p> <p>are <u>not</u> eligible to participate in this tender 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 him/her/them.</p>		

**(B) Documents to be furnished along with the Technical Bid**

S. No.	Clause No.	Reference in Bid Document	Details (Attached)	Page No.
5.	4.1.4 (i) (P-5)	<b><u>Application Fee</u></b>		
6.	4.1.4 (ii) (P-5)	<b><u>Earnest Money- Rs.2 Lakhs</u></b>		
7.	4.1.4 (iii) (P-5)	<p><b><u>(Annexure 'B')</u></b></p> <p>Copy of the terms &amp; conditions included in the bid documents duly signed &amp; stamped by an authorized signatory of the bidder on each page</p>		
8.	4.1.4 (iv) (P-5)	<p><b><u>(Annexure 'C')</u></b></p> <p>Affidavit on stamp paper of <b>Rs.100/-</b> duly signed and notarized</p>		
9.	4.1.4 (v) (P-5)	<p><b><u>(Annexure 'D')</u></b></p> <p>Agreement of the bidder to pay charges applicable for various services/ utilities for Vending Points.</p>		

## Self Attested Documents

S. No.	Clause No.	Reference in Bid Document	Details (Attached)	Page No.
10.	4.1.4 (vi) (P-5)	<b><u>Proof of identity</u></b> Such as Voters Card, Driving License, Passport etc., in case of Proprietorship.		
11.	4.1.4 (vii) (P-5)	<b><u>In case of Partnership firm</u></b> Partnership deed in case the applicant is a partnership firm. Registration certificate of the registered firm to be furnished.		
12.	4.1.4 (viii) (P-5)	<b><u>In case of a Private/Public Limited company</u></b> Memorandum and Articles of Association in case the applicant is a private/public limited company. Registration certificate of the Registrar of companies to be furnished..		
13.	4.1.4 (ix) (P-5)	<b><u>PAN Card</u></b> in the name of Proprietor/Partners/Company registered under Companies Act, as applicable.		
14.	4.1.4 (x) (P-5)	<b><u>Copy of</u></b> Sales Tax/VAT and Service Tax Registration Certificate, as applicable. If any provision is not applicable, the bidder shall give a declaration to the effect.		
15.	4.1.4 (xi) (P-6)	<b><u>Licenses</u></b> Trade License / or any other <b>licence from MCD</b> / local authorities to operate Vending Points, as applicable. If either provision is not applicable, the bidder shall give a declaration to the effect.		
16.	4.1.4 (xii) (P-6)	<b><u>Proof of</u></b> the requisite last 3 years experience in the field of Beverages / ice cream Vending Points operations.		
17.	4.1.4 (xiii) (P-6)	<b><u>Certificate of annual turnover</u></b> for the last financial year of the Registered Trademark owning Firm Or the authorized distributor of the Registered Trademark owning Firm duly certified by Chartered Accountant, showing the part of turnover relating to F&B/Vending Point operations.		
18.	4.1.4 (xiv) (P-6)	<b><u>Certified</u></b> copy of the authorization by the company/Partnership Firm to the person signing the application.		
19.	4.1.4 (xv) (P-6)	<b><u>Requisite registration</u></b> /license/permission to operate F&B outlets/Vending Point(s) in accordance with the Notification dated 1 <sup>st</sup> Aug. 2011 of Ministry of Health and Family Welfare- Food Safety and Standards (Licensing and Registration of Food Business) Regulations 2011.		

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