

**Tender Ref. No. ITPO/F&B/TA-I/IITF/2023**

**Date: 30/09/2023**

**INDIA TRADE PROMOTION ORGANISATION**



**E-TENDER NOTICE**

**Invitation of online bids**

**For**

**Temporary allotment of Food & Beverages (F&B) outlet(s) at Pragati Maidan, New Delhi for providing F&B services during India International Trade Fair (IITF), 14-27, November 2023 scheduled to be organized at Pragati Maidan, New Delhi**

**PRAGATI MAIDAN, NEW DELHI-110001**

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**Temporary allotment of Food & Beverages (F&B) outlet(s) at Pragati Maidan, New Delhi for providing F&B services during India International Trade Fair (IITF), 14-27, November 2023 scheduled to be organized at Pragati Maidan, New Delhi**

**1. INTRODUCTION**

India Trade Promotion Organisation(ITPO), the premier trade promotion agency of the Ministry of Commerce & Industry, Government of India is committed to showcase excellence achieved by the country in diverse fields especially trade and commerce. Its mission is to promote, facilitate, encourage and coordinate various activities and programmes to enhance India's share of exports. ITPO provides a wide spectrum of services to trade and industry and acts as a catalyst for growth of India's trade and commerce. The company is registered under Section 25 of the Companies Act, 1956 (now Section 8 of the Companies Act 2013).

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.

At present, the exhibition complex at Pragati Maidan comprises of 7 old exhibition halls with a total covered exhibition space of over 23,000 Sq. Mtrs. approx. and New Halls from 2-5 comprising exhibition area of 52,000 Sq Mtrs. approx. Many conventions, seminars, symposia and conferences are also organized at these places during the currency of different fairs/exhibitions.

**2. OBJECTIVE**

ITPO is re-developing its landmark exhibition ground Pragati Maidan into a modern, state-of-the-art iconic International Exhibition-cum-Convention Centre ("IECC"), bringing it at par with best exhibition and convention centers across the world. IECC has a vision of offering a wide range of quality cuisines in hygienic and comfortable ambience to enhance the overall exhibition/convention experience. With the objective to serve wide range of cuisine & a multi-cultural clientele, ITPO, through this tender, intends to allot the notified F&B Outlets on temporary basis for India International Trade Fair (IITF) 2023 scheduled to be organized at Pragati Maidan, New Delhi

As regards Coronavirus (Covid-19) and its variants or related strains, it is recognized by the Parties that the present Agreement is being made in the background of the prevailing restrictions/ prohibitions imposed by the governmental/ municipal/ local authorities, inter alia on hospitality operation in view of Covid-19. The Parties agree that the ongoing pandemic caused by Coronavirus (Covid-19) and its variants or related strains are not covered in "force majeure" and will not be treated as a force majeure cause for the purposes of this Agreement or as cause for any other purpose affecting business during the license period.

### 3. AREA/LOCATION PROPOSED TO BE LICENSED

Sr. No.	Locations Proposed to be licensed	Minimum Reserved License Fee
1.	Food Court 1 (FC-1): (8 stalls of 15 sqm. area each; 120 sqm. stall area) (As per layout attached with the tender document)	Rs.74,00,000/-
2.	14 Nos. Vending Points (each Vending Point will have four platforms of size 6ft x 6ft); License Period from 14.11.2023 to 27.11.2023 (As per layout attached with the tender document)	Rs.46,00,000/-
3.	Mezzanine Floor at Hall 14 (for makeshift restaurant operations offering buffet food service)	Rs.3,50,000/-

Note:-

- (i) The proposed temporary license covers only the area as indicated above and as shown in the enclosed drawing with detailed specifications indicated thereon and no other area within Pragati Maidan, New Delhi. The Licensee(s) shall use the said Licensed Premises only for the purpose of operating F&B outlets subject to the terms and conditions and the guidelines and policies framed by Licensor from time to time, and for no other purpose (hereinafter referred to as “Permitted Purpose”). Apart from licensed premises, no other area inside Pragati Maidan, New Delhi shall be used by the Licensee(s). No food/ beverage are to be served in any manner anywhere outside the designated licensed area.
- (ii) As part of allotment of temporary F&B locations during IITF 2023 scheduled to be organized from 14-27 November 2023, ITPO is publishing six tenders simultaneously for allotment of all the available food outlet locations and the vending points as per respective locations notified in the different tenders; details as mentioned under:

Sr. No.	Tender Ref. No.	Locations Proposed to be licensed	Preference of bid opening/evaluation
(1)	ITPO/F&B/TA-I/IITF/2023	Food Court 1 (FC-1): (8 stalls of 15 sqm. area each; 120 sqm. stall area)	I
		14 Nos. Vending Points	
		Mezzanine Floor at Hall 14	
(2)	ITPO/F&B/TA-II/IITF/2023	Food Court 3 (FC-3): (8 stalls of 15 sqm. area each; 120 sqm. stall area)	II
(3)	ITPO/F&B/TA-III/IITF/2023	Food Court 2 (FC-2): (7 stalls of 15 sqm. area each; 105 sqm. stall area)	III
(4)	ITPO/F&B/TA-IV/IITF/2023	Food Court 4 (FC-4): (7 stalls of 15 sqm. area each; 105 sqm. stall area)	IV

(5)	ITPO/F&B/TA-V/IITF/2023	Kiosk K-11	V
(6)	ITPO/F&B/TA-VI/IITF/2023	Kiosk K-12	VI

(iii) Out of the six F&B locations viz. Food Court -1 (FC-1), Food Court -2 (FC-2), Food Court -3 (FC-3), Food Court -4 (FC-4), Kiosk K-11 and Kiosk K-12, one bidder will be considered for allotment of maximum of two locations on highest (H1) bid basis.

(iv) All the bidders will be eligible to bid for all the locations in the six tenders being published simultaneously by ITPO. The bidder whose bid is considered for allotment of two locations based on schedule of preferential opening/examination of the tenders will not be considered further for bid opening / examination in the subsequent tenders. However, if only a single bid is received in any tender, then the bidder which has been considered for allotment of two locations (out of FC-1, FC-2, FC-3, FC-4, Kiosk K-11 and Kiosk K-12) will be eligible for bid evaluation/examination and price discovery / allotment in that particular bid as per approval of the competent authority in ITPO.

(v) The bidder considered for any of the two locations on H1 bid basis will also be eligible to be considered for allotment of (i) 14 nos. Vending Points and (ii) Mezzanine Floor at Hall 14 (for buffet service providing make-shift restaurant operations) on H1 bid basis.

(vi) Any bidder considered for allotment of two locations (out of FC-1, FC-2, FC-3, FC-4, Kiosk K-11 and Kiosk K-12) and / or Mezzanine Floor of Hall 14 and / or Vending Points will be liable to take possession of all the locations for which it has been selected as the H1 bidder failing which all allotments during IITF 2023 of the said bidder will be considered for cancellation and the bidder will be considered for debarment as per the applicable rules/guidelines.

#### 4. **TYPE OF FOOD TO BE SERVED**

The successful bidder needs to cater/serve Multi Cuisine food inter-alia including fast food, confectionaries, non-alcoholic beverages, tea/ coffee, ice-cream, packaged drinking water etc. The vendor is expected to bring onboard branded outlets for providing food & beverage services for different category of F&B items intended to be served to the customers.

Sr. No.	F&B Outlet Categorization		Proposed Brands/ Franchises
1.	Multi-cuisine	Quick Service Outlets	KFC/Mc Donald's/Burger King/Subway/Dunkin' Donuts or any equivalent brand
		Pizza Outlets	Domino's Pizza/Pizza Hut/Laziz Pizza Smokin Joe's Pizza/Oven Story Pizza or any equivalent brand
		South Indian Outlets	Sagar Ratna/Saravana Bhavan/DS Dosa Factory/Shree Rathnam or any equivalent brand
		Biryani Outlets	Biryani Blues/Behrouz Biryani/ Bikkagne Biryani/Biryani by Kilo/The Biryani Co. or any equivalent brand

		Chinese/ Asian Food Outlets	Berco`s/Mainland China/Mamagoto/Wow Momos/Wok Art or any equivalent brand
		Tea/ Coffee Cafes	Chaayos/Chai Point/Café Coffee Day/ Costa Coffee/Nescafe/Starbucks or any equivalent brand
2.	Economy Foods		Bikanervala/ Haldiram`s or equivalent (Packaged Thali/ Lunch, Pav Bhaji, South Indian Food, Chole Bhature, Shakes, Lassi, Cold Coffee).
3.	Vending Points for Tea/Coffee, Ice-Cream, Packaged Drinking Water and bottled carbonated soft/cold drinks and/or Juices		<ul style="list-style-type: none"> <li>○ Nescafe/Bru/Café Coffee Day or any equivalent brand</li> <li>○ Bisleri/Kinley/Aquafina/Bailey or any equivalent brand</li> <li>○ Havmor/Amul/ Kwality Walls/ Cream Bell/ Mother Dairy or any equivalent brand</li> <li>○ Coca Cola Co./ PepsiCo / Frooti Parle Agro/ Real/Paper Boat/Minute Maid/ Tropicana or any equivalent brand</li> </ul>
4.	Vending points for water dispensers in all halls as per layout plan		F&B Operators quoting for vending points allotment have to provide water dispensers, 20 Litre Water Jars/ Bottles and eco-friendly disposable drinking cups as per requirement communicated by ITPO and quote accordingly as per Item Rate BoQ. Further, refilling etc. shall be the responsibility of the operator. ITPO will pay the operator as per actual consumption duly certified by ITPO official.

**Note:**

**The selected vendor(s) are expected to operate renowned food & beverages brands as per the categories mentioned above.**

**5. SERVICE**

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

and the F&B operator may be considered for debarment for a period of two years from any business dealings with ITPO, as per applicable rules.

## **6. ELIGIBILITY CRITERIA**

- a) The bidder may be a Proprietorship, Partnership Firm, registered Company under the Companies Act, 2013 (Public or Private), etc. Copy of relevant certificate in respect of constitution of the entity to be submitted alongwith Technical Bid.
- b) The bidder should have a minimum average annual turnover of Rs.50.00 Lakh (Rupees Fifty Lakh Only) from Food & Beverages/ Hotel operations during any three financial years out of last four financial years ending 31/03/2023. The bidder should attach CA Certificate clearly certifying annual turnover from F&B business for the corresponding financial years and average annual turnover.
- c) The Bidder or any of its Affiliates (directly or indirectly) should not be engaged in any dispute / litigation / arbitration with ITPO. The bidder should not have been currently debarred/ blacklisted by ITPO or any other Central/ State Govt. Departments/ PSUs/ Autonomous Bodies etc. An undertaking to the above effect to be submitted alongwith technical bid.
- d) The Bidder should have the experience of operating in Food & Beverages/ Catering/ Hospitality/ Hotel Industry for minimum of three (3) years in last five years ending the last date of submission of bids.
- e) The bidder or any other business entity where it had and/or still has controlling share, should not have been debarred from operating a F&B outlet on account of food quality issues by concerned Govt. authorities or should not have been convicted for irregularities concerning F&B outlets under various statutes/rules/regulations/orders etc. The bidder shall furnish **Affidavit** on stamp paper of Rs. 100/- duly signed and notarized as per Annexure-D to this effect.
- f) Those F&B operators who have already operated/have been operating any F&B outlet in Pragati Maidan and who
  - have not honoured the terms and conditions of the License Agreements; or
  - are in litigation/arbitration on a dispute with ITPO in any legal forum for any reasons whatsoever; or
  - have outstanding dues payable to ITPO during their F&B operations in Pragati Maidan, or
  - have been blacklisted by ITPO/ Any other Govt. Department/ Autonomous bodies/ PSUs etc. for any reason,

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.

Operators who have been Licensee(s) of ITPO in the past or are so at present, in respect of F&B outlet(s) in Pragati Maidan, must give an Affidavit as per Annexure-D duly notarized along with the Technical Bid to the effect that they are not debarred from bidding on account of above clause.

- g) The bidder should be registered under the (i) The Employee's Provident Funds and Miscellaneous Provisions Act, 1952 and (ii) Employee's State Insurance Act, 1948. Bidders exempted from registration under the aforementioned Acts may submit self undertaking to the same effect duly signed and stamped by the authorized signatory.
- h) The bidder should have valid FSSAI license as on the date of submission of bids.

## **7. LICENSE FEE**

- i. The Licensee(s) shall pay to the Licensors a fee (hereinafter referred to as "License Fee") for the Licensed Term. The License Fee shall be equivalent to the fee quoted in Financial Bid. **License fee shall be deemed to be inclusive of conservancy charges and no separate conservancy charges shall be payable by the licensee.** In addition, Goods and Services Tax (GST) as fixed by the Govt. from time to time will have to be paid by the Licensee(s) to the Licensors. Presently, the rate of GST is 18% and the licensor will also charge GST on the other services provided to the licensee(s) which fall under the purview of GST. In case of any change in GST or any other tax levied by Government, the same shall be followed as per Govt. directions.
- ii. The license fee and other payments due to be taken from the highest bidder for any event, will be payable by the allottee, 15 days prior to the date of commencement of the event. If the licensee fails to deposit the license fee by the due date, his / her contract shall be liable to be terminated and the licensee being debarred for a period of two (2) years from any further business dealings with ITPO and any other business activities in Pragati Maidan, New Delhi. If the H2 bidder agrees to match the rates given by the H1 bidder he may be considered for providing F&B services in case of default by the H1 bidder. The tentative date planned for handing over possession of the F&B locations will one day prior to the date of commencement of the event. **No refund of any manner whatsoever, on account of license fee or any other utility charges will however be entertained in case of any delay in handing over of possession due to any unforeseen circumstances/ administrative reasons.**
- iii. The minimum reserved license fee for F&B Outlets for entire duration of the license period is as per **Annexure-G**.
- iv. The bidder is required to quote License Fee for F&B Outlets which should be over and above the 'Minimum Reserved License Fee' for entire duration of license period.

## **8. LICENSE PERIOD & TIMINGS OF THE OUTLET**

- i. The Licensee(s) shall use the said licensed premises for a period starting from the date of taking over possession and ending on last day of the event. The licensed locations for a particular event need to be handed over back to ITPO by 10.00 A.M. of the next day after last date of the event.

- ii. The authorized employees of the Licensee(s) are permitted to enter Pragati Maidan complex and remain there from **8.00 a.m. to 9.30 p.m.** every day of the license period, however, the outlets shall be opened to public from **9.00 a.m. to 8.30 p.m.** only and in case any employee of the licensee(s) is required to stay beyond such time, for which it is incumbent upon the licensee(s) to take permission from the licensor (ITPO) well in advance.

## **9. UTILITIES AND OTHER CHARGES**

- i. Licensee(s) is required to make time-bound payments of all dues towards Electricity Supply Commissioning & Consumption Charges, Water Supply Commissioning & Consumption Charges, PNG Supply Commissioning & Consumption Charges, and applicable taxes, within 20 days from the date of the invoice/ bill.
- ii. If any payment towards electricity, water, gas, other utilities, penalties and any other dues remain outstanding beyond 20 days from the date of the invoice(s)/ bill(s), a penal interest @ 9% per annum from the completion date of the aforementioned 20 days` period shall be chargeable till the date of actual remittance of the balance payable dues.
- iii. The utility charges inter-alia including Electricity Charges, Water Charges, PNG Charges etc. are subject to revision without any notice retrospectively and the licensee(s) shall be liable to pay the corresponding charges as demanded by the licensor.
- iv. If the outstanding dues are more than the Security Deposit, the Licensor shall take appropriate action for recovery of balance amount payable to the Licensor along with 9% penal interest at the risk and cost of the Licensee(s). The 9% penal interest shall be chargeable from the date of closure of 20 days` period from the date of invoice and upto the date of actual remittance of the balance dues.
- v. Details of the charges are indicated in **Annexure-E** covering electricity, water and gas which are subject to revision without any notice, if rates are revised by a service provider.
- vi. Licensee(s) shall take possession of all the premises on **‘as is where is basis’**.
- vii. Charges (non-refundable) as mentioned in **Annexure-E** for entire duration of the license period and charges towards non-metered electricity and water connections are payable in advance along with applicable taxes before taking over possession of the locations. The waste disposal from the designated locations to locations outside the Pragati Maidan will be done by ITPO or its authorized agency/representative. However, the Licensee(s) shall have to dispose-off the waste, of its own, at the designated place as communicated by ITPO.

## **10. SECURITY DEPOSIT**

In addition to the license fee to be paid in advance to the licensor i.e. ITPO, the licensee(s) will also be required to deposit with the licensor **Security Deposit for respective locations as per Annexure-H** through a Demand Draft drawn in favour of India Trade Promotion Organisation



payable at New Delhi or NEFT/RTGS within three days of the issue of the Allotment Letter and/or before taking over the possession of the licensed outlets.

## 11. **MANNER OF SUBMISSION OF ON-LINE BIDS**

- i. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> . Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/ Tenders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>'. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Online Bids by the bidder (with supporting documents) should be submitted in the following manner:

- a) **Technical Bid**- It should contain the application Form - T along with scanned copies of supporting documents, application fee as per Clause 11(iii), and earnest money as per Clause 11(iv). It should be marked as '**Technical Bid for Temporary allotment of Food & Beverages (F&B) outlet(s) at Pragati Maidan, New Delhi for providing F&B services during India International Trade Fair (IITF), 14-27, November 2023 scheduled to be organized at Pragati Maidan, New Delhi**'. The name of the bidder clearly written with full address, e-mail ids and telephone numbers.
- b) **Financial Bid** – It should contain the application Form – F in the format provided and no other format is acceptable. It should be marked as '**Financial Bid for Temporary allotment of Food & Beverages (F&B) outlet(s) at Pragati Maidan, New Delhi for providing F&B services during India International Trade Fair (IITF), 14-27, November 2023 scheduled to be organized at Pragati Maidan, New Delhi**'. The bidder is required to quote License Fee for F&B Outlets which should be over and above the 'Minimum Reserved License Fee' for entire duration of the License Period.
- c) If any bid is received with License Fee quoted less than the 'Minimum Reserved License Fee' that will be summarily rejected.

Bids received through email/fax or any other physical manner shall not be considered.

- ii. Only those online financial bids shall be opened that are qualified in the technical bid evaluation process. The technical and financial bids shall be opened in the presence of the bidders or their authorized representatives, if present. Technically qualified bidder who has quoted the Highest License Fee over and above the Minimum Reserved License Fee will be considered for award of the contract. ITPO reserves the right to reject the highest bid and to cancel the bidding process without assigning any reason whatsoever, at its sole discretion.
- iii. **TENDER FEE:** - The bidder(s) shall pay a non-refundable application fee by way of RTGS/NEFT/Online Transfer of Rs.11,800/- (Rupees Eleven Thousand Eight Hundred only)

(Rs.10,000/- + GST@18%) payable to ITPO at New Delhi, as per bank details annexed with the tender document.

iv. **Earnest Money Deposit (EMD):**

- a) All bidders shall have to deposit **EMD of Rs.5.00 Lakh (Rupees Five Lakh Only)** by way of RTGS/NEFT/Online Transfer in favour of India Trade Promotion Organisation, New Delhi along with their online Technical Bid. Govt. departments and public sector undertakings will, however, be exempted from payment of Earnest Money.
- b) RTGS/NEFT towards EMD made earlier than the date of advt. inviting bids for allotment of F&B Outlets will not be accepted.
- c) Earnest Money of the unsuccessful bidders will be refunded within one month of award of work. However, the EMD of successful bidder(s) will be adjusted against the security deposit and/or towards the license fee payable by the successful bidder(s).
- d) Bids once submitted shall not be modified in any case after bidding close date/time. If it comes to the notice that bidder has used fraudulent practices for this bid, the earnest money deposit shall be forfeited.
- e) If the successful Bidder(s) withdraws or amends its Proposal after bidding closure date, the Earnest Money Deposit shall stand forfeited, without any notice by ITPO. In case of default/breach of any of the contract provisions, the EMD shall be liable to be forfeited. In case the successful bidder fails to sign contract with ITPO after issue of Letter of Intent/ Work Award Letter due to any reason whatsoever, the successful bidder shall be liable to be blacklisted for any future dealings with ITPO for a period as deemed fit by ITPO and the EMD deposited shall be liable to forfeited.

**12. OTHER TERMS AND CONDITIONS**

- i. ITPO reserves the right to accept or reject any bid without assigning any reason and to invite fresh bids, as deemed appropriate. ITPO also reserves the right to withdraw bid for F&B Outlets without assigning any reason.
- ii. **Bidders are also required to submit spiral bound serially numbered copies of the technical bids along with proper checklist of documents enclosed in physical form and original copies of Power of attorney in respect of the authorized signatory and Affidavit as per RFP. However, copies of documents which have been uploaded online will only be considered valid. The hard copies are to be submitted latest by the bid submission end date.**
- iii. Conditional bids or incomplete bid(s) or those received without required documents, Application Fee and Earnest Money Deposit shall be considered as summarily rejected.
- iv. The bidder may modify the submitted bid through resubmit option on CPP Portal before the last date for submission of applications. The bidder may withdraw its application after

submission and before the last date for submission of applications. The online bid shall not be modified after bidding closure date and time.

- v. Restrictions on operations may be made from time to time compliance of statutory/regulatory regime enforced by various statutory/regulatory authorities and in such a situation; the licensee(s) will not be entitled for any compensation.
- vi. ITPO reserves the right to modify terms and conditions set out in the tender documents as deemed necessary by it, including but not limited to cancelling/ withdrawing the tender, to meet its objectives and principles as set out in the Tender documents.
- vii. ITPO reserves rights to suspend the bidding process with the selected party(ies) in part or in whole at any time if in the opinion of ITPO, it is necessary or expedient in the public interest. The decision of 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.
- viii. All communications to ITPO must be sent on letterhead of the bidder under the signature of the authorized signatory only 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. Name along with the photograph of the signatory authorized by the company should be informed in writing on company's letterhead to the licensor. All notices / communications shall be sent to the Licensee at the address mentioned by them in their bidding documents. Any change in the address should immediately be informed to the licensor.
- ix. In case, any party furnishes wrong/false information for bidding of F&B Outlets, in question, the Award to the said party shall be cancelled forthwith and license fee, security deposits etc. shall be forfeited and without any liability to ITPO and the bidder shall immediately vacate the premises/ F&B outlet.
- x. **Approximate area of the notified F&B Outlets has been indicated in the attached layout plans/ drawings. This may change due to site conditions. The Bidders should physically verify all the areas before submitting their bids. The premises offered are on 'As-Is-Where-Is Basis'. No requests for change/re-location of the notified locations to any alternate locations or any claim of any kind of refund of license fee for locations not utilized by the licensee(s), for any reason whatsoever, shall be entertained later.**
- xi. The Licensee(s) shall pay all Central, State and Local Taxes including GST, duties, license fees, permit fees, ESI, PF or any other statutory payment under Labor Laws etc. as may become payable in accordance with various laws or rules prevalent in Delhi. However, the Licensee(s) shall produce clearance certificate under the various tax laws to the Licensor on demand.
- xii. The licensee(s) shall adhere to the local municipal and other laws applicable to the catering business already in vogue and coming into force from time to time during the licensed period.
- xiii. The licensee(s) shall not charge any price exceeding MRP printed. The sale price cannot exceed the rate printed as MRP, however, the licensee(s) can sell at lower prices if they desire so. Wherever there are more than one MRP for a product, the lowest MRP in Delhi will be charged. The price of freshly cooked food items need to be prominently displayed suitably so as to enable the visitor to know in advance the price list which may be inclusive/exclusive of

GST prominently stated in the price list and price for different cuisine need to be so fixed that it is similar to standard of the analogous restaurant.

- xiv. ITPO, at its sole discretion will issue an Award Letter to the Selected Bidder(s). The issuance of Award letter by ITPO and acceptance of the Award Letter by the Selected Bidder(s) shall create a binding obligation upon Selected Bidder(s) to fulfill the conditions as specified in this Tender and the Award Letter, including the execution of the License Agreement (Annexure-C). The Award Letter will be handed over to the Selected Bidder(s) or posted to the Selected Bidder's address as given in the Technical Bid Form-T and such handing over or posting of the Award Letter shall be deemed good service of such a notice. Non acceptance of the Award Letter and/or non submission of the demanded amount by the Selected Bidder(s) within prescribed time shall lead to forfeiture of Earnest Money Deposit of such Selected Bidder(s) and thereafter ITPO shall be free to proceed in the manner as considered in the best interest of ITPO and it would at ITPO's sole discretion.
- xv. In case the Selected Bidder(s) fail to execute the License Agreement within stipulated time, ITPO may terminate the Award Letter forthwith and the Earnest Money Deposit of such Selected Bidder(s) shall be forfeited and ITPO shall have the right to proceed in the manner as considered in the best interest of ITPO, at ITPO's sole discretion.
- xvi. Bidders shall quote all amounts mentioned in their proposal in Indian Rupees (INR) only.
- xvii. The proposals to be submitted by the bidders and the Agreement to be signed with the Licensee(s) shall be written in the English language, which shall be the language that shall govern the contractual relations between ITPO and the successful bidder(s).
- xviii. In case, Licensee(s) need more area for operation of F&B outlets, the same may be granted by the Licensor as per availability. The Licensee(s) will have to pay for the said additional area as per rates fixed by the licensor for such additional area allotment. The decision of the licensor shall be final and binding in this regard.
- xix. All F&B Outlets are being offered on As-Is-Where-Is basis. Accordingly, all arrangements inter-alia temporary air-conditioning provisions shall be responsibility of the Licensee(s). All arrangements towards making these locations operational for various utilities such as Electrical, Fire Fighting, Plumbing, Drainage, PNG connection etc. will be the responsibility of the Licensee(s), subject to other terms and conditions of the license agreement.
- xx. The possession of licensed locations, if needed, for any VVIP event can be taken over back by ITPO for the required duration within the contract period and accordingly the license period of the licensee(s) will be extended for the days the services are interrupted.
- xxi. The vendor(s) selected through this tendering process may be considered for exclusive rights for providing catering services during the exhibitions/ events happening in exhibition halls in Pragati Maidan during the contract duration under consideration. However, ITPO shall reserve the rights to allow outside vendor(s) at its sole discretion in case of exceptional circumstances.
- xxii. A Food Quality Control Committee consisting of officials from ITPO and outside experts / food safety department may be constituted by ITPO for ensuring that good quality and hygienic food is served to the visitors visiting Pragati Maidan during ITPO's events. The committee may consider carrying out surprise inspection of the food stalls set up during any event and may choose to send the randomly picked food samples to authorized food testing labs. If food being

served by any of the vendor at the set up food stalls is found to be substandard or not meeting the quality and hygiene norms prescribed in advance by the Food Quality Control Committee will be liable to be closed with immediate effect and not permitted to operate further during the event. The contractor in whosever's food courts such occurrences happen more than three times will be liable for respective contract termination and to be blacklisted for a period of two years along with forfeiture of all the security deposits lying with ITPO for the said event.

- xxiii. Similar F&B locations, if any available for licensing during any event may be considered to be licensed on pro-rata basis by calling spot quotations amongst the vendors shortlisted by ITPO in this tendering process.
- xxiv. During India International Trade Fair and other occasions, State Pavilions shall be allowed to prepare and showcase State cuisines and separate state food courts shall be set up for the same.
- xxv. It will be mandatory for all Food Stall Operators to procure all applicable licenses / permissions including Health Trade License from MCD before setting-up stalls in any event. All the food operators, invariably at each stall will be required to prominently display FSSAI license and Health Trade License procured from MCD at their respective stalls/outlets. In case of any default, penalty @Rs.50,000/- shall be chargeable for each such stall /outlet and the stalls/outlet shall be immediately closed and not allowed to operate further during the event.

### 13. **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 intimate such information to the Licensor.

### 14. **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:

- i. Defines, for the purpose of these provisions, the terms set forth are given below:
  - a. **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value/kind to influence the action of a public servant; and
  - b. **“Fraudulent Practice”** means a misrepresentation including concealment of facts in order to influence the execution of a contract to the detriment of Employer, and includes collusive practice among Bidders/Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer the benefits of free and open competition.
  - c. In case of canvassing either by himself or through any authorized representative/ advocates to pressurize the Licensor, same shall constitute unfair trade practices and Licensor reserves its exclusive right to act as deemed fit and proper against the agency for such conduct.

- ii. Will reject a proposal for award of work if it is determined that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract, in question.
- iii. Will declare a Bidder ineligible/debar/blacklist, either indefinitely or for a stated period, to be awarded a contract / contracts, if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- iv. In case if it comes to notice that information/documents furnished by the bidder along with the bid documents or after award of the contract are false, fraudulent, incorrect, misleading or forged etc., licensor shall be entitled to terminate/revoke/cancel the license granted forthwith under this agreement with an immediate effect by giving due notice. In such case, the Licensee(s) will not be entitled to any refund of License Fee and Security Deposit.
- v. The successful bidder(s) shall produce original documents at the time of awarding the contract to Licensor as and when demanded.

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

<b>S. No.</b>	<b>Particulars</b>	<b>Critical Date /Time</b>
1.	Release of Advertisement/ Date of publication of tender	30.09.2023
2.	Last date for seeking clarifications / submission of written queries	5.10.2023
3.	Last Date for Receipt of Bids	16.10.2023 (11.00 A.M.)
4.	Opening of Technical Bids	17.10.2023 (11.30 A.M.)
5.	Bid Validity	45 days

**APPLICATION FORM – T (TECHNICAL BID)**

**For**

**Temporary allotment of Food & Beverages (F&B) outlet(s) at Pragati Maidan, New Delhi for providing F&B services during India International Trade Fair (IITF), 14-27, November 2023 scheduled to be organized at Pragati Maidan, New Delhi**

1.	Name of the Firm/Company		
2.	Address		
3.	Telephone/Mobile No.(s)		
4.	(i)	Fax Number	
	(ii)	ISD/STD Code	
	(iii)	E-mail Address	
	(iv)	Website	
	(v)	Attach self-attested copy of valid:	
	(a)	GST Reg. Certificate No.	
	(c)	FSSAI License No.	
	(d)	Registration certificate of E.PF.O. & E.S.I No.	
5.	(i)	Bidder's Legal Status	



		(Individual/Company/Proprietor /Partnership/HUF/ Society/ Any Other, specify)	
	(ii)	PAN Card No.	
6.	Contact Executive(s)		
	(i)	Name	
	(ii)	Designation	
	(iii)	Tel. No(s) with STD Code:	
	(i) Office:	(a) Direct	
		(b)	
		General	
	(ii)	Mobile	
	(iv)	Email ID	
7.	Name/Address of Bankers with A/c. No.		
8.	Details of enclosed Demand Draft / Banker's Cheque/Pay Order/NEFT/ RTGS covering Application Money and EMD in case the Bid Document-cum-Application Form is downloaded		DD No. _____ UTR No. _____ Dated _____ for an amount of Rs.11,800/- drawn on _____ _____ (Name of the Bank)  DD No. _____ UTR No. _____

		Dated _____ for an amount of Rs.5,00,000/- drawn on _____ (Name of the Bank)				
9.	Annual Turnover of <b>Rs.50.00 Lakh</b> in any three years out of preceding 04 financial years from F&B operations <b><u>(attach CA Certificate clearly certifying annual turnover from F&amp;B business for any three financial years out of last four financial years as a proof)</u></b>		Financial Year	Turnover (in Lakh) from F&B operations (as per audited financial statement)		
			2019-20			
			2020-21			
			2021-22			
			2022-23			
10.	(A)	In case of a <b>Pvt./Public Limited Company</b> , please attach self-attested copies of the following & confirm in the box:				
	(i)	PAN Card of Company	Yes		No	
	(ii)	Memorandum and Articles of Association (in original)	Yes		No	
	(B)	In case of a <b>Partnership Firm</b> , please attach self-attested copies of the following and confirm in the box:				
	(i)	PAN Card of Firm	Yes		No	
	(iii)	Certified copy of Partnership Deed	Yes		No	
	(iv)	PAN Cards of all partners	Yes		No	
	OR					
	(C)	In case of a <b>Sole Proprietor Firm</b> , please attach self-attested copies of the following and confirm in the box				
	(i)	Election Identity Card/Driving License/AADHAR etc. as proof of identity and address	Yes		No	
(ii)	PAN Card of Proprietor	Yes		No		

11.	Any other information	
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**I/We, hereby, declare that:-**

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

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

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

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

Place: .....

Signature:

.....

Date: .....

Name :

.....

(Authorized Signatory) – copy of such authorization.

Designation:

.....

(Capacity in which signed)

Full Address: .....

.....

.....

Company Seal :

**I. DOCUMENTS TO BE ENCLOSED WITH THE TECHNICAL BID**

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/ Tenders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>'. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

All the pages of bid being submitted must be signed & stamped wherever required, and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter. The following scanned documents are to be furnished by the bidder along with Technical Bid as per the tender document (As applicable):

- (1) Scanned copy of filled up application Form-T.
- (2) Scanned documents substantiating requisite experience in operation of food outlet/restaurant/catering. The bidder shall submit copies of allotment letters in respect of running of restaurant(s)/F&B outlet/catering/canteen substantiating three years experience.
- (3) CA Certificate clearly certifying annual turnover along with copies of audited reports/ balance sheets for any 3 out of last 4 financial years as a proof.
- (4) Details of deposition of **Tender fee of Rs.11,800/-** alongwith Technical Bid.
- (5) Details of deposition of **Earnest Money Deposit (EMD) of Rs. 5.00 Lakh** alongwith Technical Bid.
- (6) Scanned copy of affidavit on stamp paper of Rs. 100/- duly signed and notarized (Annexure 'D'). However, the affidavit in original should be submitted to The Manager (F&B), Room No. 13, Third Floor, New Admin Building, Pragati Maidan, New Delhi-110001 on or before the technical bid opening date/time as mentioned in the critical date sheet.
- (7) Scanned copy of Self-attested & stamped valid **GST Regn. Certificate**.
- (8) Scanned copy of Self-attested & stamped Registration certificate of **E.P.F.O. & E.S.I.C.**
- (9) Scanned copy of Self-attested & stamped valid **FSSAI Registration Certificate**.
- (10) (a) In case the bidder is a **Private / Public Limited company**, self-attested scanned copies of;
  - i. PAN Card of the Company
  - ii. Company Registration Certificate (**in original**),

(b) In case the bidder is a **Partnership Firm**, self-attested scanned copies of:

- i. PAN card of the firm,
- ii. Certified copy of Partnership Deed,
- iii. PAN cards of all Partners

(c) In case the bidder is a **Sole Proprietor Firm**, self-attested scanned copies of:

- i. Copy of Election Identity Card/AADHAR Card/Driving License/Passport etc. for proof of identity & address,
- ii. PAN card of Proprietor

(11) The application should be signed by an authorized signatory duly authorized by the Company/Partnership Firm/Proprietorship firm along with a certified copy of such authorization and Power of Attorney.

## **II. DOCUMENTS TO BE ENCLOSED WITH THE FINANCIAL BID**

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard BoQ format with the tender document, the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

**APPLICATION FORM –F (FINANCIAL BID)**

**For**

**Temporary allotment of Food & Beverages (F&B) outlet(s) at Pragati Maidan, New Delhi for providing F&B services during India International Trade Fair (IITF), 14-27, November 2023 scheduled to be organized at Pragati Maidan, New Delhi**

**“Financial Proposal”** shall mean the binding and final financial offer to be submitted by each Bidder online in the NIC CPPP portal only. The quote in physical form as a document is not to be submitted. **The bidder is required to quote License Fee for F&B outlets which should be over and above the Minimum Reserved License Fee for each outlet for entire duration of License Period. The technically qualified bidder who has quoted the highest License Fee over and above the Minimum Reserved License Fee will be awarded the contract and shall be considered as the successful bidder for the respective location as per Clause 3 of the tender document.**

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard BoQ format with the tender document, the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

## **Annexure-C**

### **Temporary allotment of Food & Beverages (F&B) outlet(s) at Pragati Maidan, New Delhi for providing F&B services during India International Trade Fair (IITF), 14-27, November 2023 scheduled to be organized at Pragati Maidan, New Delhi**

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

#### **BY AND BETWEEN**

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

#### **AND**

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

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

#### **WHEREAS:**

- (a) The Licensor holds the land and buildings, known as F&B Outlets and Vending Points in Pragati Maidan Complex, New Delhi and has a number of F&B outlets with reasonable facilities and infrastructure to provide wholesome, ethnic, authentic Indian/Western/Continental Cuisine/South Indian/ Fast Foods etc. to exhibitors and bonafide visitors to the Pragati Maidan as specified in tender document.
- (b) The term of the Agreement and other terms and condition shall be as per Bid Document containing terms & conditions forming part of the license agreement.
- (c) The Terms & Conditions (annexed herewith) of Bid Document and subsequent Corrigendum / Addendum, Award Letter, Resolution of the company in original (herein referred to as Licensee ) authorizing executants(s) to sign/enter into agreement with the Licensor (ITPO), Annexure-E (charges applicable for various services / utilities), Layout Plan of the licensed premises shall be integral part of this Agreement.



**IN WITNESS WHEREOF THE** parties hereto have set their hands on this \_\_\_\_ day of \_\_\_\_\_, 2023 first herein before mentioned.

Signed and delivered on Behalf of Licensor

Signed and delivered on Behalf of Licensee

By Shri \_\_\_\_\_

By Shri \_\_\_\_\_

**WITNESS 1**

Signature

Name

Address

**WITNESS 1**

Signature

Name

Address

**WITNESS 2**

Signature

Name

Address

**WITNESS 2**

Signature

Name

Address

## **TERMS & CONDITIONS FORMING PART OF LICENSE AGREEMENT**

### **1. OBJECTIVE**

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

### **2. TERM OF LICENSE**

- i. The term of the license will be for a period as prescribed in the RFP unless earlier terminated/cancelled/revoked by the Licensor.
- ii. The Licensee(s) shall be deemed to have vacated the Licensed Premises within one (01) day of termination or expiry of the License Period and shall thereafter have no right to access the Licensed Premises. In such cases, the Licensor will be at liberty to deny entry of Licensee(s) into the Licensed Premises and get the Licensed Premises vacated including disconnection of water, electricity, PNG and other facilities to which the Licensee(s) shall have no right to object. Further, the Licensor will also have right to seal the premises if the possession of the premises is not handed over after the expiry or termination/ cancellation of Agreement. Any issue of licensee(s) seeking resolution may be limited to financial compensation as per the other terms of the agreement.
- iii. On expiry/revocation/cancellation/termination of the License, the Licensee(s) shall hand over peaceful vacant possession of the Licensed Premises in good condition to the Licensor along with fixtures, fittings, 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(s) at the time of taking over possession of the premises), failing which Licensor shall take over possession and the Licensee(s) shall not have any claim on the goods left in the premises.
- iv. Licensee(s) shall reimburse any loss or damage to the property and equipment of Licensor as per the assessment of Licensor’s Engineering Division after verification preferably within 2 days from the date of vacation of the premises, along with damages/liquidated damages at the rates to be decided by the Licensor for the period required / taken to repair the property equipment(s).

### **3. AREA & FACILITY**

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

### **4. OPERATION**

- i. The right of admission to Pragati Maidan including in the outlet is reserved by the Licensor as per terms and conditions laid down from time to time. The service from the outlet will be restricted to Organisers, participants, visitors and service providers of Exhibition, Convention, Conference or other Events held inside 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. None of these categories of authorized visitors to Pragati Maidan will be denied service from the outlet.

The Licensee(s) shall use the Licensed Premises strictly for serving food/ beverages to the exhibitors and visitors to fairs / exhibitions and other related activities in Pragati Maidan. The Licensee(s) is strictly prohibited from using the premises for catering to outside parties, holding/ organizing seminars, conferences, fairs/ exhibitions or any other trade promotion and trade related activities, banquets, reception, DJ, marriage and other religious ceremonies and rituals as well as functions having such connotations in the Licensed Premises, during the term of the License. The list is indicative in nature and not exhaustive and decision of Licensor in this regard will be final and binding. No direct booking will be accepted by the licensee(s) except for supporting the trade promotion and other related activities permitted by the licensor.

- ii. The Licensee(s) has no right on the land or Licensed premises.
- iii. The Licensed Premises are public premises as defined in the Public Premises (Eviction of Unauthorized Occupants) Act 1971 and fall within the jurisdiction of the Estate Officer, 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.
- iv. The Licensee(s), at its own cost, shall be responsible for the maintenance, high standard of cleanliness, sanitation, hygiene in the premises continuously and for repair and maintenance of fixtures, fittings and additional facilities such as electricity, water and piped natural gas connections.

The Licensee(s) shall also ensure prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source of infection or unhygienic condition etc.

- v. The Licensee(s) shall give special attention to the manner in which his employees receive visitors and render services ensuring good hospitality, congenial and pleasant atmosphere. Special care shall be taken for the employee's health and to ensure that all the workers/employees employed in the premises are medically fit and that they do not suffer from any contagious, loathsome or infectious disease.
- vi. The authorized employees of the Licensee(s) are permitted to enter into Pragati Maidan complex and remain during the period **8.00 a.m. to 9.30 p.m. every day**, however, the Outlet shall be opened to public from **9.00 a.m. to 8.30 p.m.** only and in case any employee of the Licensee(s) is required to stay beyond such time, for which it is incumbent upon the Licensee(s) to take permission from the Licensor well in advance.
- vii. The operator shall ensure that eatable items sold/served from the premises are of requisite hygienic and quality standards and conform to the provisions of the Prevention of Food Adulteration Act and any other guidelines, regulations, standards etc. issued by concerned Government Authorities from time to time. The licensee(s) shall be solely liable for any action or penalty imposed by relevant authorities in this regard.
- viii. The Licensee(s) shall also conform to the Food Safety and Standard Acts, Regulations, Bye-laws enacted thereunder and specifically to the guidelines on hygiene and sanitary practices provided under requisite schedule of Notification dated 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/license/permission to the satisfaction of Licensor before commencing his/her/their operations.
- ix. Officials or representatives/appointed agency of Licensor may, at any time, monitor the quality of raw material, food items and standards of facilities and interiors, exteriors of the premises etc. The licensee(s) shall assist/co-operate with the Licensor's officials in this regard.
- x. Printed menus with rate list to be made available inside the outlet. No Hand Bills / Stickers are allowed to be displayed or distributed anywhere in the premises or outside.
- xi. The serving of pork & beef is strictly prohibited in licensed premises.
- xii. The Licensee(s) shall not place or permit placement of any advertisement, notice frames, pictures, decorations, pay telephones, weighing or vending machines or manual or mechanical/electrical devices or contrivance for commercial gains. Boards/Banners/ hoarding/ posters etc. promoting any

individual's location/ outlet either in Pragati Maidan or at any of the Gates or near the outlet is not permitted.

- xiii. The successful bidder needs to cater/serve Multi Cuisine food including fast food, confectionaries, non-alcoholic beverages, tea/ coffee, ice-cream, packaged drinking water etc. as per tentative brands prescribed below:

Sr. No.	F&B Outlet Categorization		Proposed Brands/ Franchises
1.	Multi-cuisine	Quick Service Outlets	KFC/Mc Donald's/Burger King/Subway/Dunkin' Donuts or any equivalent brand
		Pizza Outlets	Domino's Pizza/Pizza Hut/Laziz Pizza Smokin Joe's Pizza/Oven Story Pizza or any equivalent brand
		South Indian Outlets	Sagar Ratna/Saravana Bhavan/DS Dosa Factory/Shree Rathnam or any equivalent brand
		Biryani Outlets	Biryani Blues/Behrouz Biryani/ Bikkagne Biryani/Biryani by Kilo/The Biryani Co. or any equivalent brand
		Chinese/ Asian Food Outlets	Berco's/Mainland China/Mamagoto/Wow Momos/Wok Art or any equivalent brand
		Tea/ Coffee Cafes	Chaayos/Chai Point/Café Coffee Day/Costa Coffee/Nescafe/Starbucks or any equivalent brand
2.	Economy Foods		Bikanervala/ Haldiram's or equivalent (Packaged Thali/ Lunch, Pav Bhaji, South Indian Food, Chole Bhature, Shakes, Lassi, Cold Coffee).
3.	Vending Points for Tea/Coffee, Ice-Cream, Packaged Drinking Water and bottled carbonated soft/cold drinks and/or Juices		<ul style="list-style-type: none"> <li>○ Nescafe/Bru/Café Coffee Day or any equivalent brand</li> <li>○ Bisleri/Kinley/Aquafina/Bailey or any equivalent brand</li> <li>○ Havmor/Amul/ Kwaliti Walls/ Cream Bell/ Mother Dairy or any equivalent brand</li> <li>○ Coca Cola Co./ PepsiCo / Frooti Parle Agro/ Real/Paper Boat/Minute Maid/ Tropicana or any equivalent brand</li> </ul>
4.	Vending points for water dispensers in all halls as per layout plan		F&B Operators quoting for vending points allotment have to provide water dispensers, 20 Litre Water Jars/ Bottles and eco-friendly disposable drinking cups as per requirement communicated by ITPO and

		quote accordingly as per Item Rate BoQ. Further, refilling etc. shall be the responsibility of the operator. ITPO will pay the operator as per actual consumption duly certified by ITPO official.
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**Note:**

**The selected vendor(s) are expected to operate renowned food & beverages brands as per the categories mentioned above.**

- xiv. Segregation of waste material will also be undertaken by Licensee(s) as per local rules and regulations. Licensee(s) shall collect all garbage in bags/ boxes/trolleys permitted as per the guidelines of the Licensor. The collected garbage shall be kept at designated locations by Licensee(s) that shall be disposed of by the Licensor outside of Pragati Maidan.
- xv. The Licensee(s), his agents and employees shall observe/performance 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(s) including any rules and regulations made by Licensor or any other department of Government of NCT of Delhi or Local body or administration as applicable from time to time to the business which the Licensee(s) is allowed to carry on under this Agreement and to the area in 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.
- xvi. The packaging of the food items served/sold by the Licensee(s) at Pragati Maidan should bear the name/logo of the Licensee(s).
- xvii. Only Potable water will have to be served in the outlets.

**5. FOOD TO BE SERVED IN THE OUTLET**

The Licensee(s) shall provide multi-cuisine food including fast food, confectionaries, non-alcoholic beverages, ice-cream etc. as per RFP. The food should be provided at reasonable rates as those charged by equivalent outlets in the vicinity.

**6. SERVICE AT THE OUTLET**

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

## **7. OPERATIONAL REQUIREMENTS FOR THE OUTLET**

- i. The Licensee(s) shall have to use state-of-the-art, modern, modular kitchen equipment as is being currently used in international standard restaurants and multi-cuisines restaurants in Delhi/ NCR. The modular kitchen equipment should be in the form of an open kitchen visible to the customers. Proof of such experience and a list of typical equipments proposed to be installed / operated with technical specifications will have to be supplied alongwith photographs to the Licensor.
- ii. Use of gas cylinders, coal, firewood etc. is not permissible. Piped Natural Gas (PNG) available in the outlet will have to be used on payment basis. In case coal or firewood is essential for particular cuisines, special written permission will have to be taken from the Licensor subjected to clearance from the Delhi Fire Service which shall be obtained by the Licensee(s) after compliance relating to additional equipment etc., if any, at his own cost and for specific area.
- iii. The Licensee(s), if required, will have to use only equipment using electricity like Microwave oven, hot plate, etc. for heating / re-heating of food items to ensure safety. The list of equipments will have to be got approved in advance from Licensor and **adequate electrical load must be got pre sanctioned from the Licensor.**
- iv. All communications to the Licensor must be sent on the letterhead of the Licensee(s) under the signature of the authorized signatory whose name & designation must be mentioned in the letter. Letter without name & designation of the authorized signatory and letters on plain paper would not be entertained. All notices / communications shall be sent by the Licensor at the address first mentioned above. The name along with the photograph of the authorized signatory by the company should be informed in writing on company's letterhead to the Licensor. All notices / communications shall be sent to the Licensee(s) at the address mentioned by them at the time of allotment. Any change in the address should immediately be informed to the Licensor.

## **8. LICENSE FEE & SECURITY DEPOSIT**

### **i. License Fee:**

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

- a) The Licensee(s) shall pay to the Licensor a License Fee of Rs. \_\_\_\_\_ as agreed to for payment for the Licensed Term (hereinafter referred to as “**License Fee**”) in addition to the Goods & Services Tax (GST) and other Govt. levies, as applicable, from time to time. License fee shall be deemed to be inclusive of conservancy charges and no separate conservancy charges shall be payable by the licensee.
- b) The license fee and other payments due to be taken from the highest bidder for any event, will be payable by the allottee, 15 days prior to the date of commencement of the event. If the licensee fails to deposit the license fee by the due date, his / her contract shall be liable to be terminated

and the licensee being debarred for a period of two (2) years from any further business dealings with ITPO and any other business activities in Pragati Maidan, New Delhi. If the H2 bidder agrees to match the rates given by the H1 bidder he may be considered for providing F&B services in case of default by the H1 bidder. The tentative date planned for handing over possession of the F&B locations will one day prior to the date of commencement of the event. **No refund of any manner whatsoever, on account of license fee or any other utility charges will however be entertained in case of any delay in handing over of possession due to any unforeseen circumstances/ administrative reasons.**

**ii. Security Deposit:**

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

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

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

**9. PAYMENT OF DUES AND RATES & TAXES**

- i. Licensee(s) is required to make time-bound payments of all dues towards Electricity Supply Commissioning & Consumption Charges, Water Supply Commissioning & Consumption Charges, PNG Supply Commissioning & Consumption Charges, and applicable taxes, within 20 days from the date of the invoice/ bill.
- a) If any payment towards electricity, water, gas, other utilities, penalties and any other dues remain outstanding beyond 20 days from the date of the invoice(s)/ bill(s), a penal interest @ 9% per annum from the completion date of the aforementioned 20 days' period shall be chargeable till the date of actual remittance of the balance payable dues. The claim of the Licensee(s) to the goods lying at the locations would not be entertained.
- b) The utility charges inter-alia including Electricity Charges, Water Charges, PNG Charges, etc. subject to revision without any notice retrospectively and the licensee(s) shall be liable to pay the corresponding charges as demanded by the licensor.



- c) If the outstanding dues are more than the Security Deposit, the Licensor shall take appropriate action for recovery of balance amount payable to the Licensor along with 9 % penal interest at the risk and cost of the Licensee(s). The 9% penal interest shall be chargeable from the date of closure of 20 days' period from the date of invoice and upto the date of actual remittance of the balance dues.
  - d) Details of the charges are indicated in **Annexure-E** covering electricity, water and gas which are subject to revision without any notice, if rates are revised by a service provider.
  - e) Licensee(s) shall take possession of all the premises on **'as is where is basis'**.
  - f) Charges (non-refundable) as mentioned in **Annexure-E** for entire duration of the license period and charges towards non-metered electricity and water connections are payable in advance along with applicable taxes before taking over possession of the locations. The waste disposal from the designated locations to locations outside the Pragati Maidan will be done by ITPO or its authorized agency/representative. However, the Licensee(s) shall have to dispose-off the waste, of its own, at the designated place as shown in the layout.
- ii. No part of the paid license fee and Security Deposit are refundable in the event of cancellation/revocation of the license by the Licensor / Licensee(s).**
- iii.** The Licensee(s) shall pay all Central, State and Local Taxes including GST, duties, license fees, permit fees, ESI, PF or any other statutory payment under Labour Laws etc. as may become payable in accordance with the various laws or rules prevalent in Delhi. However, the Licensee(s) shall produce clearance certificate under the various tax laws to the Licensor on demand.
- iv.** The licensee(s) shall adhere to the local municipal and other laws applicable to the catering business already in vogue and coming into force from time to time during the licensed period.
- v.** The licensee(s) shall not charge any price exceeding MRP printed on the item on sale. The sale price cannot exceed the rate printed as MRP. The companies can sell at lower prices if they desire so. Wherever there are more than one MRP for a product, the lowest MRP in Delhi will be charged. The price of freshly cooked food items needs to be prominently displayed suitably so as to enable the visitor to know in advance the price list which may be inclusive/exclusive of GST prominently stated in the price list and price for different cuisine need to be so fixed that it is similar to standard of the analogous restaurant.

## **10 ENTRY & EXIT AND PARKING**

- i. The Licensee(s) shall abide by all the instructions / regulations issued by the Licensor with respect to entry and exit of the material / personnel / representatives and visitors from time to time.
- ii. Entry of vehicles inside 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.
- iii. The Licensee(s) shall be issued a maximum of adequate entry passes for each allotted location F&B locations their officials/ employees including sanitation staff to support the minimum operations.
- iv. Licensed premises shall not be used for residential purposes by the Licensee(s) or its employees. Only personnel deployed for night security of the premises will be permitted to stay back in the night hours. A list of such personnel with their details may be sent to Security Division of ITPO.
- v. The licensee(s) will be issued parking label of suitable parking area, if available, for their vehicles and in no case the licensee(s) is allowed to park their vehicle(s) near the licensed premises.

## **11 SAFETY AND SECURITY**

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

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

- (1) The licensee(s) should install 10 sets of Fire extinguishers and maintain them in healthy condition. The description of the fire extinguishers is as under:
  - a. K Type fire extinguishers – 10 nos.
  - b. CO<sub>2</sub> (4.5 KG) – 5 nos.
  - c. Mechanical Foam (9 litres) – 5 nos.

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

## **12. DAMAGES AND PENALTY**

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

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

- (1) For 1<sup>st</sup> violation- warning will be given.
- (2) For 2<sup>nd</sup> violation- penalty of Rs.50,000/- plus applicable GST shall be imposed.

(3) In case of 3<sup>rd</sup> violation, penalty of Rs.1,00,000/- plus applicable GST shall be imposed and in case of non-payment of these penalties, the outlet will be sealed and electricity, PNG and water etc. supply will be disconnected.

- iii. The vendor will deploy their own manpower, cleaning equipments and janitorial resources for housekeeping and pick-up vehicles for garbage collection and dumping to the sites (within Pragati Maidan premises) earmarked by ITPO for garbage dumping. The Licensee(s) shall abide by all directions issued by the Licensor in order to maintain and upkeep the premises in a proper state of cleanliness and hygiene in and around the outlets and will ensure the compliance of all rules and regulations with regard to the conditions of food quality/standards, sanitation, cleanliness and hygiene, failing which penalty of Rs. 50,000/- per incidence of default, shall be chargeable. The decision of the Licensor thereon shall be final and binding.
- iv. Printed menus with rate list are to be made available inside the outlet by the licensee(s). No Hand Bills / Stickers are allowed to be displayed or distributed anywhere in the premises or outside. Non-compliance may attract the penalty of Rs.25,000/- per incidence of default. The decision of the Licensor thereon shall be final and binding.
- v. Use of LPG Gas Cylinders / Tandoor at any unauthorized location is strictly prohibited. Non compliance may attract the penalty as given below:
  - a. Rs. 1,50,000/- for use of Tandoor/open flame inside the Halls or any unauthorized location (per incidence);
  - b. Rs. 1,00,000/- for usage of LPG Gas Cylinder (per incidence);The decision of the Licensor thereon shall be final and binding.
- vi. The Licensee(s) shall comply with the Terms and Conditions as laid down in the Agreement or specified from time to time by Licensor. On any violation/ non-compliance of terms & conditions of the agreement and/ or bid document, the Licensor will be free to terminate / cancel the license agreement and in such a situation no refund towards license fee, security deposit and other deposits towards services will be permissible. The decision of the Licensor in this regard will be final and binding.
- vii. The Licensee(s) shall not cause damage to any structure, installation, fixture, device, etc. in Pragati Maidan and in the event of any damage being caused to the same intentionally or otherwise, by the Licensee(s) or his employees or invitees or customers, the Licensee(s) shall make good of any such damage so caused to the satisfaction of the Licensor and / or the Licensor shall be entitled to repair the damage or make the requisite replacement and call upon the Licensee(s) to reimburse cost thereof forthwith or on demand by Licensor.

- viii. The Licensor is at liberty to forfeit the Security Deposit/ to adjust/offset the dues payable to Licensor by the Licensee(s) after due Notice to the Licensee(s) by the Licensor.

### 13. GENERAL

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

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

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

employees whom he/she proposes to employ for the purpose of this Agreement before they are so employed. Complete data for these persons (as per the form prescribed by the Licensor along with soft copy) will be made available to the Licensor. The Licensor shall have the right to forbid the employment of any person who it may consider unsuitable and forbid his/her entry in Pragati Maidan. Decision of the Licensor shall be final and binding in this regard. The persons employed by the Licensee(s) shall be under the general discipline of the Licensor and shall conform to such directions as may be issued by the Licensor in respect of points or routes of entry to and exit from the premises and in respect of use of toilets etc.

- viii.** In the event of the Licensee(s) being prohibited/refrained from selling one or more of its articles in the Licensed Premises because of any Government Laws/ Rules/ Regulations/ Orders of Central Govt. or Govt. of NCT, Delhi, the Licensor shall not be liable for any loss suffered by the Licensee(s) and in such an event the Licensee(s) shall not be entitled to any reduction in the License Fees etc.
- ix.** Gambling, disco, dancing, karaoke, jam session, cabaret and other similar activities different from service of food & beverages are strictly prohibited in the licensed premises. Any violation of this clause will result in summary cancellation / revocation of license.
- x.** Licensor reserves the right to withdraw / temporarily suspend the use of specified area of the allotted premises due to security reasons, VIP movement or for meeting any other statutory obligations. No license fee of that period shall be refunded in this regard and no compensation in terms of grant of extra period beyond license term shall be considered by Licensor in this case.
- xi.** Use of plastic bags etc. in Pragati Maidan is strictly prohibited as per direction of Govt. of NCT Delhi.
- xii.** The possession / premises shall be allotted on “AS IS WHERE IS BASIS”.
- xiii.** Emergency lights in working condition must be available in all individual eating area in the outlet.
- xiv.** The Licensee(s) shall not put up or permit to be put up on any exterior part of the location or in upon the windows, doors or glass panels, any curtains, banners, placards, posters, signs or other advertisements whatsoever, of any products or brands not sold at locations, without the prior consent in writing of ITPO and at the request of ITPO or its agents, to remove any of such items inside the location to which ITPO may object and at the end of the license term to remove all such items put up by the Licensee(s) at the location and make good all damage caused by their removal.
- xv.** The licensee(s) shall not require paying any separate property tax to ITPO or to the government bodies on account of the locations licensed under the current contract agreement. ITPO shall pay property tax to the concerned authorities.

- xvi. The possession of licensed locations, if needed, for any VVIP event can be taken over back by ITPO for the required duration within the contract period and accordingly the license period of the licensee(s) will be extended for the days the services are interrupted.
- xvii. The vendor(s) selected through this tendering process may be considered for exclusive rights for providing catering services during the exhibitions/ events happening in exhibition halls in Pragati Maidan during the contract duration under consideration. However, ITPO shall reserve the rights to allow outside vendor(s) at its sole discretion in case of exceptional circumstances.
- xviii. A Food Quality Control Committee consisting of officials from ITPO and outside experts / food safety department may be constituted by ITPO for ensuring that good quality and hygienic food is served to the visitors visiting Pragati Maidan during ITPO's events. The committee may consider carrying out surprise inspection of the food stalls set up during any event and may choose to send the randomly picked food samples to authorized food testing labs. If food being served by any of the vendor at the set up food stalls is found to be substandard or not meeting the quality and hygiene norms prescribed in advance by the Food Quality Control Committee will be liable to be closed with immediate effect and not permitted to operate further during the event. The contractor in whose food courts such occurrences happen more than three times will be liable for respective contract termination and to be blacklisted for a period of two years along with forfeiture of all the security deposits lying with ITPO for the said event.
- xix. Similar F&B locations, if any available for licensing during any event may be considered to be licensed on pro-rata basis by calling spot quotations amongst the vendors shortlisted by ITPO in this tendering process.
- xx. During India International Trade Fair and other occasions, State Pavilions shall be allowed to prepare and showcase State cuisines and separate state food courts shall be set up for the same.
- xxi. It will be mandatory for all Food Stall Operators to procure all applicable licenses / permissions including Health Trade License from MCD before setting-up stalls in any event. All the food operators, invariably at each stall will be required to prominently display FSSAI license and Health Trade License procured from MCD at their respective stalls/outlets. In case of any default, penalty @Rs.50,000/- shall be chargeable for each such stall /outlet and the stalls/outlet shall be immediately closed and not allowed to operate further during the event.

#### **14. INSURANCE**

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

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

- ii. The Licensee(s) shall also obtain suitable comprehensive insurance policy including but not limited to personal liability insurance, fire insurance, natural calamities insurance for its employees / visitors / customers and keep it alive during the term of License.
- iii. ITPO will not be liable to pay for any loss/damage/claim arising out of the operation by the F&B Operator. The damages/loss to ITPO's property will be recovered by ITPO at the value as assessed by ITPO.

## **15. INVENTORY OF ALL FIXTURES & FITTINGS**

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

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

### **i. Interiors and Furnishing:**

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

### **ii. Fair Business Practices:**

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

## **17. INDEMNITY**

- i. The Bidder/Service Provider shall indemnify ITPO against any claims, damages, loss or penalty including costs thereof in case of liability arising out of any accident/incident involving manpower



deployed by him/it.

- ii. ITPO will not be responsible for any injury sustained by Bidder/ Service Provider's personnel during the performance of its/their duties and also any damage or compensation due to any dispute between them and it's personnel. Any expenditure incurred by ITPO to handle the situation arising out of the conduct of personnel deployed by the bidder /Service Provider will be made good from Security Deposit/Bills of the bidder /Service Provider and recovered in accordance with law.
- iii. In case of injury or loss of ITPO staff due to any act or deed of successful bidder's employee or due to an accident, the successful bidder shall arrange to pay ITPO employee or his legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the successful bidder. The legal costs will also be borne and paid by the successful bidder.
- iv. The bidder shall also indemnify to ITPO for making good any claim/penalty /loss or damages including costs thereof in respect of any breach or violation of any of the provisions of any law including labour laws governing the employee of the bidder. In case of failure to make good above losses / expenses to ITPO, the same shall be deducted from the monthly bills / security deposited / future payments due to the bidder.
- v. The service provider shall indemnify ITPO against third Party claims arising out of equipment malfunctioning/mishandling on the part of personnel provided by the Service Provider. The Service Provider shall also indemnify to reimburse any theft, loss or damage by his personnel to ITPO personnel or property including machinery, equipment or buildings. In case, any such amount is not deposited/paid to ITPO, the same shall be deducted from Security Deposit/Bills/Future payments due to the Service Provider.
- vi. Contractor/Agency shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions, losses, damages, expenses, costs and third party claims whatsoever – whether financial or otherwise, including liability for payment of contributions/dues to EPFO/ESIC/Govt. Departments/Local Bodies/Statutory Authorities etc. which ITPO may sustain, incur, suffer or be exposed to at any time during the subsistence of the Contract and subsequent thereto relating to the period of Contract, arising out of a breach by the Contractor/Agency, its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract.

## **18. TERMINATION / REVOCATION OF LICENSE**

- i. In case of default of any of the terms stipulated herein or breach of any of the Terms and Conditions of the License Agreement or if any legislation prohibiting or restricting such terms is imposed or impending, the Licensor shall be entitled to revoke / cancel / terminate the License granted under this Agreement with immediate effect, without any prior notice to the Licensee(s). In such an event, the Licensee(s) will not be entitled to any refund of license fee and the Security

Deposits. The Licensee(s) undertakes to vacate the Licensed Premises immediately or as directed by the Licensors.

- ii. The licensor reserves the rights to revoke / cancel / terminate the License granted under this Agreement for convenience by giving prior written notice of 3 calendar days. Under such circumstances, refunds on pro-rata basis will be considered wherever applicable.
- iii. Any act of the Licensee(s) which results in violation of Agreement or any of the Terms and Conditions contained therein or instructions of the Licensors, shall give Licensors 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 Licensors in this regard.
- iv. Upon the expiry of the Licensed Term or earlier termination of the License for any cause whatsoever, the Licensee(s) shall have no right, title, interest to use the said Licensed Premises. The Licensors 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 Licensors 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 Licensors to the Licensee(s) only on expiry of the Licensed Term after deducting / adjusting any outstanding dues including dues of Electricity, water, damage charges, if any, and any other unpaid bill / fee etc.
- v. The Licensee(s) may also, without assigning any reason, surrender the License and terminate this Agreement after giving a prior written notice to the Licensors, but in such an event the Licensors shall not refund the paid License Fee and the Security Deposit or any part thereof.
- vi. Revocation of License and termination of this Agreement for any reason whatsoever shall not absolve the Licensee(s) from responsibilities, liabilities for damages and/or payments accrued prior to the Termination of this Agreement.
- vii. (a) The outlet is only meant for serving food & beverages to the authorised visitors and has to be used only for such purposes. It is not an exhibition area and as such no such standalone activity can be carried out, even if it is one of trade promotional activities.  
(b) No open space can be occupied for any activity.  
(c) Any indulgence in such an activity as indicated above at (a) & (b) can be a reason or cause for termination/cancellation/revocation of the license.
- viii. For violation of any terms & conditions of Agreement, the defaulter Licensee(s) will also be debarred for allotment of any F&B outlet in 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(s) will also be debarred for allotment of any F&B outlet in Pragati Maidan.

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

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

- x. In case if it comes to notice that information/documents furnished by the licensee(s) along with the bid documents or after award of the contract are false fraudulent, incorrect, misleading or forged, licensor shall be entitled to terminate/revoke/cancel the license granted under this agreement with an immediate effect. In such a case, the licensee(s) will not be entitled to any refund of License Fee and Security Deposit.
- xi. For violation of any term & condition of the license, the Licensor shall be entitled to cancel/terminate/revoke the license granted under this Agreement. A few illustrative clauses in this regard are mentioned below. This list is, however, only indicative and not exhaustive.
- (a) For any failure to maintain cleanliness and hygienic conditions in and around **F&B Outlets** or the quality of food and Beverages served being unsatisfactory.
- (b) Organising any unauthorized functions and any encroachment.
- (c) Delay in payment of dues.

- (d) Any deviation/ increase/ alteration from the approved area or not confining the activities within the licensed premises and for using unauthorized areas adjacent to the outlet.
- (e) Any subletting, assigning or permitting or sub-contract of any description or enter into any management agreement or similar arrangements with regard to the use of the Licensed Premises or part thereof to any person/party including, without limitation, its subsidiary – sisters concern, affiliates, etc., or any change in the management, control, composition, constitution or ownership of the Licensee(s) shall be deemed to be an assignment for the purpose of this Agreement and shall be treated as gross violation of Clause 13.1.
- (f) For using the licensed premises for any other purpose than for what it is allotted.
- (g) On any violation/non-compliance of terms & conditions and / or bid document/Award Letter.

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

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

		differences of opinion, if any.
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## 20. **COVENANTS, UNDERTAKINGS AND WARRANTIES**

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

- i. No interest of any kind whatsoever whether by way of tenancy, lease, sub-lease or otherwise is being created in favour of the Licensee(s) in the said Licensed Premises or any part thereof.
- ii. Licensed Premises shall at all times be under the ownership, possession control and supervision of the Licensor. The Licensor shall retain in possession of the said Licensed Premises and shall have the right to direct the mode and manner of the use of the said Licensed Premises. Further, the Licensor or its authorized representatives shall at all times retain free and unobstructed right of ingress and egress to the Licensed Premises including, without limitation, access for inspection and to carry out repairs, alterations and additions at all reasonable time during the tenure of operation.
- iii. Licensee(s) has no right of way, passage, air and light or any other easement rights in the said Licensed Premises but has merely the permission to use the Licensed Premises for the Permitted Purpose and only during the Licensed Term. Licensee(s) shall have no interest in the licensed Premises in any manner whatsoever after expiry or termination / cancellation of license agreement.
- iv. Licensee(s) shall not store or bring into the Licensed Premises any inflammable or otherwise dangerous materials / goods, narcotics or drugs/ alcoholic beverages, banned substances in any part of the Licensed Premises which would present a fire and/or health hazard to the Licensed Premises /property, its guests and/or visitors.
- v. Licensee(s) shall not play any loud and / or annoying music, nor cause or be the cause of loud and / or noisy conduct nor indulge in anything whatsoever which may constitute a source of nuisance or annoyance to the Licensor, visitors, guests or other Licensee(s).
- vi. Use of loudspeakers or playing music, making announcement and other promotional means for attracting visitors etc. is strictly prohibited.
- vii. Copyright License – All necessary licenses for using copy right material from the relevant Copyright Societies e.g. Phonographic Performance Ltd. and the IPRS etc. shall be obtained and the copy of the same shall be kept for perusal of Licensor (ITPO). The F&B operator has to get required license(s) from the concerned authorities in advance. Any F&B operator found infringing Copyright Act shall be personally liable to pay the penalty and indemnify ITPO for such infringements.

- viii. Licensee(s) shall not, in any manner whatsoever make any favour or give any concession of any kind to any of the staff of the Licensor.

## **21. ENCROACHMENT DAMAGES**

The licensee(s) at all times during the currency of the license period/ extended license period has to restrict its business activities to the allotted licensed area as per the drawings and details given in the RFP & mentioned in the contract and in authorized possession of the license. If at any time during the currency of the license period/ extended license period, it is observed that the licensee(s) have encroached upon and/or raised unauthorized construction/ temporarily authorized for any purpose in any area not licensed to licensee(s), damages as per sub clause 12 (ii) of clause “12. DAMAGES AND PENALTY” shall be chargeable to the licensee(s). The licensee(s) shall be notified of such occurrences in writing by the licensor and issued a invoice for the applicable damages. The payment against the damages notified to the licensee(s) has to be made within 15 days of the date of invoice failing which penal interest @ 9% p.a. shall be chargeable from the 16<sup>th</sup> day of the date of the invoice. If the dues still remain unpaid, ITPO after one month from the date of the invoice, shall initiate proceeding towards disconnection of water, electricity, PNG and other facilities to which the Licensee(s) shall have no right to object. Further, the Licensor will also have right to seal the Locations and initiate forfeiture of part or entire performance guarantee, forfeiture of all advances available with ITPO and a debarring/ blacklisting the licensee(s) for such period as deemed fit by the Licensor on future participation in Tenders/ RFPs floated by the Licensor.

## **22. ELECTRICITY & WATER CHARGES:**

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

during the course of inspection finds anomaly including tampering, extra load connection (beyond approved load), the licensee(s) shall be liable to pay the penalty to the licensor as deemed fit and proper by the licensor within 15 days of the date of issue of invoice failing which penal interest @ 9% per annum shall be applicable to be charged to the Licensee(s) from the 16th day of the date of invoice till the date of actual remittance of the payment. In case dues still remain unpaid, ITPO after one month from the date of the invoice, shall initiate proceeding towards disconnection of water, electricity, PNG and other facilities to which the Licensee(s) shall have no right to object. Further, the Licensor will also have right to seal the Locations.

- (vi) It is recognized that the Licensor takes bulk supply of electricity from high tension lines and water from main supply lines. Thereafter, the licensor through an elaborate network of distribution regulates the supply of electricity and water. Therefore, the licensor has own independent system of billing and determining the rates payable by the licensee(s). The licensee(s) will be charged according to the rates notified by the licensor from time to time.
- (vii) The licensor shall be at the liberty to revise the sanctioned load keeping in view of the quantum of electricity and / or water consumed and charge from the licensee(s) accordingly.
- (viii) No part of the paid License Fee and Security Deposit amount is refundable in the event of termination/revocation of the License by the Licensor / Licensee(s).
- (ix) The Licensee(s) shall pay all Central, State and Local Taxes including GST, duties, license fees, permit fees, ESI, PF or any other statutory payment under Labour Laws etc. as may become payable in accordance with the various laws or rules prevalent in Delhi. In no case shall the licensor be deemed to be the agent of the Licensee(s) for the purpose of collecting and remitting taxes / levies by any tax authority. However, the Licensee(s) shall produce clearance certificate under the various tax laws to the Licensor on demand.
- (x) The Licensee(s) shall adhere to the local municipal and other laws applicable to the food & beverage business already in vogue and also coming into force from time to time during the licensed period.
- (xi) Any act of the Licensee(s) which results in violation of the Agreement or any of the Terms and Conditions contained herein shall give Licensor the right to forfeit the entire amount of the Security Deposit in addition to the right to terminate the Agreement without any notice and to disconnect utilities like electricity, water, gas etc. as per the RFP provisions.

## **23. DISPUTE RESOLUTION MECHANISM AND GOVERNING LAW**

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

- i. The licensee(s) and the ITPO shall endeavor their best to amicably settle all disputes arising out of or in connection with the terms of license in the following manner: -



- a) The licensee(s) raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b) The matter will be referred for negotiation between Competent Authority of the licensee(s) and ITPO. The matter can be endeavored to be resolved between them and the agreed course of action documented within a further period of 15 days.

- ii. In case the dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.
- iii. In the event any doubt, dispute or difference arising out of or in relation to the Contract remains unresolved, both the parties to the Contract will mutually appoint a Sole Arbitrator, in accordance with the Arbitration and Conciliation Act, 1996.

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

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

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

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

## **24. JURISDICTION**

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

## **25. CONFIDENTIALITY**

Licensee(s) shall maintain high level of professional ethics and shall not act in any manner, which is contrary to any laws and/or detrimental to ITPO's interest. Licensee(s) shall treat as confidential any and all data, information and records, obtained/received in the performance/execution of its responsibilities, in strict confidence and shall not reveal such data, information or records to any other



person/party without the prior written approval of the ITPO, even after expiry/termination/determination of the Contract. ITPO shall take necessary legal and other remedial actions for infringement of this clause.

## **26. INTELLECTUAL PROPERTY RIGHTS**

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

## **27. FORCE MAJEURE**

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

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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 have/has the requisite licenses and approvals including license to operate food and beverage outlets.
2. That there has been no case / litigation whatsoever against me / firm / company or any other legal entity in which I/we have controlling share under Prevention of Food Adulteration Act, 1954 or any other law which restricts me / firm / company from operating food and beverage outlets and/ or to enter into the License Agreement.
3. That no penalty on account of failure of food samples/ unhygienic condition of F&B outlet(s) has been levied on me / firm/ company or any other legal entity in which I/we have controlling share by any of local / Government Authority.
4. That I/we/firm/company shall conform to the Food Safety and Standard Acts, Regulations, Bye-laws enacted thereunder and specifically to the guidelines on hygiene and sanitary practices provided under requisite schedule of Notification dated 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/license/ permission to the satisfaction of Licensor before commencing operations.
5. That I/we/firm/company shall ensure that eatable items sold/served from the premises are of requisite hygienic and quality standards and conform to the provision of the Prevention of Food Adulteration Act / Food Safety Standards Authority of India and any other guidelines, regulations, standards etc. issued by concerned Government Authorities from time to time. I/we shall be solely liable for any action or penalty imposed by relevant authorities in this regard.
6. That I / firm / company am/is financially sound to undertake such an Agreement.
7. That I / firm / company or any other legal entity in which I/we have controlling share has/ have never been barred from operating any F&B outlet anywhere in India by any agency / Govt. Deptt.

8. That I / we understand and agree that licensed premises shall not be used after expiry of the Agreement. The Licensor will have the right to disconnect electricity, water, PNG and other services after expiry of the Agreement and/ or seal or take over the premises on the expiry of the License Agreement **without any notice** to the licensee(s).
9. That I / we understand and agree that the license period /term of license of F&B Outlet for which I am/ we are submitting our bids is for **the period as prescribed in the RFP** as per the Bid Notice/Bid Documents and the period of license is non-negotiable and will not be extended under any circumstance on ground of any dispute and agreed that said issues may be processed for financial compensation, if any.
10. That in case I am/we are allotted the licensed premises, I/we will hand over the peaceful vacant possession of the licensed premises immediately on expiry of term.
11. That in case I am/ we are allotted the licensed premises, I/we shall peacefully hand over the vacant possession of the licensed premises on termination / cancellation / revocation of license in accordance with the instructions issued by the licensor in this regard and seek resolution of dispute, if any, through financial compensation only.
12. That I / we undertake and agree that I / we shall not resort to any unauthorized use of the premises and shall confine the permitted activities within the specified area. I / We also understand and agreed that for any violation of these conditions and / or for use of any area outside / beyond the licensed area, the license agreement will result in summary cancellation/ termination of license agreement.
13. That I / we undertake and agree that the Licensor will have right to revoke / cancel the License Agreement after following due procedure on violation of any terms & conditions of the bid document and / or Agreement.
14. That I / we agree and understand that I / we will have no authority to access the premises after the expiry / termination / revocation / cancellation of License Agreement.
15. That I/we agree and undertake that I / we will not operate Less F&B outlet than allotted in Pragati Maidan at any given point of time.
16. That I/we undertake to pay the amounts as demanded by ITPO towards damage if caused to the licensed premises during the tenure of Agreement/ on vacation. The amount towards damages shall be paid within three days from the date of Demand Note / Invoice.
17. That I/we or our other business entity where we had and / or still have controlling share, have not been barred from operating an F&B outlet on account of food quality issues by concerned govt. authorities or have not been convicted for irregularities concerning F&B outlets under various statues / rules / regulations / orders etc.
18. That I/we have not been debarred from bidding on account of Clause 6(e) & (f) of bid documents.

19. I/We also undertake that none of my personnel/employee has 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 License Agreement (**Annexure-C**) and agreed to abide by them in entirety.
21. That I/we agreed to pay charges applicable for various services/ utilities for F&B outlets (**Annexure 'E'**).

**DEPONENT**

#### VERIFICATION

Verified at Delhi on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 that the contents of the above Affidavit are true and correct to my /our knowledge and no part is false and incorrect.

**DEPONENT**

**CHARGES FOR VARIOUS SERVICES / UTILITIES**

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

		<p><b>time): Rs.298.00 per KW.</b></p> <p><b>2. (Non-metered consumers): 12 Hours per day</b> Rs.300.00 per KW per day consumption charges+ Rs.298.00 per KW (one time) Service Connection charges</p> <p><b>3. Fairs organized by ITPO and other Agencies where stand lighting and power loads are demanded</b></p> <p>a. <b>Stand lighting:</b> Rs.40.00 per sq.mtr. per day (subject to maximum of 1KW load per 12 sq.mtr. of stall area)</p> <p>b. <b>Power Load (Flat rate basis for all exhibition 12 hrs/day):</b> Rs.300.00 per KW per day Consumption Charges + Rs.298.00 per KW (one time) Service Connection charges</p> <p><b>4. AC charges for Air conditioning Halls:</b> Rs.114.00 per sq.mtr. per day (subject to maximum of 10 hrs/day)</p> <p><b>5. Blower operation charges:</b> Rs.8.00 per sq.mtr. per day (subject to maximum of 10 hrs/day)</p> <p><b>6. Compressed air charges:</b> Rs.11,965.00 per connection per day.</p>
2.	<b>Water Charges</b>	<p>1. Water consumption charges: Rs.324/- per kilo litre.</p> <p>2. Water connection charges: Rs.11,760/-per connection.</p> <p>3. Re-connection charges: Rs.23,520/-</p>
3.	<b>Piped Natural Gas (PNG) - wherever available.</b>	As per actual consumption + 10% administrative charge excl. VAT

**Note:**

- (1) The rates mentioned above are subject to change without notice at the sole discretion of the Licensor from time to time.**
- (2) GST@ 18% will be applicable on all the services or as prescribed by the competent authority.**

**PAYMENT DETAILS FOR TENDER FEE AND  
EARNEST MONEY DEPOSIT**

**Payments Details**

Only online payment through **RTGS/NEFT** will be accepted.

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

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**Annexure-G**

**Temporary allotment of Food & Beverages (F&B) outlet(s) at Pragati Maidan, New Delhi for providing F&B services during India International Trade Fair (IITF), 14-27, November 2023 scheduled to be organized at Pragati Maidan, New Delhi**

**MINIMUM RESERVED LICENSE FEE**

<b>Sr. No.</b>	<b>Locations Proposed to be licensed</b>	<b>Minimum Reserved License Fee</b>
<b>1.</b>	Food Court 1 (FC-1): (8 stalls of 15 sqm. area each; 120 sqm. stall area) (As per layout attached with the tender document)	Rs.74,00,000/-
<b>2.</b>	14 Nos. Vending Points (each Vending Point will have four platforms of size 6ft x 6ft); License Period from 14.11.2023 to 27.11.2023 (As per layout attached with the tender document)	Rs.46,00,000/-
<b>3.</b>	Mezzanine Floor at Hall 14 (for makeshift restaurant operations offering buffet food service)	Rs.3,50,000/-



**SECURITY DEPOSIT SCHEDULE**

<b>Sr. No.</b>	<b>Locations Proposed to be licensed</b>	<b>Minimum Reserved License Fee</b>	<b>Security Deposit</b>
<b>1.</b>	Food Court 1 (FC-1): (8 stalls of 15 sqm. area each; 120 sqm. stall area) (As per layout attached with the tender document)	Rs.74,00,000/-	Rs.8,00,000/-
<b>2.</b>	14 Nos. Vending Points (each Vending Point will have four platforms of size 6ft x 6ft); License Period from 14.11.2023 to 27.11.2023 (As per layout attached with the tender document)	Rs.46,00,000/-	Rs.5,00,000/-
<b>3.</b>	Mezzanine Floor at Hall 14 (for makeshift restaurant operations offering buffet food service)	Rs.3,50,000/-	Rs.1,50,000/-

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.

3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format

with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **ASSISTANCE TO BIDDERS**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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