

**ALLOTMENT OF F&B OUTLETS
IN KTPO COMPLEX, BENGALURU
FOR A PERIOD OF 5 DAYS (04.09.2013 TO 08.09.2013)**

1. Details of F&B Outlet – KTPO Complex - F & B Outlet
2. Schedule for Finalization of Bids/Allotment
3. Application Forms of Technical & Financial Bids
4. Terms & Conditions of License Agreement
5. Affidavit
6. Rates for various Utilities

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India Trade Promotion Organisation

(A Government of India Enterprise)

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BENGALURU-560052

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1.1 F&B OUTLET – KTPO Complex

Introduction

1. Karnataka Trade Promotion Organisation (KTPO) holds 50 acres of prime venue in the heart of Bengaluru, known as KTPO Complex. It is the hub of exhibition activities round the year. Nearly 100 exhibitions/trade fairs and other events are organized at KTPO Complex every year with wide national and international participations.

The exhibition complex at KTPO Complex comprises of 1 fully airconditioned complex with a total covered area of 5,370 sq.mts. In addition, four Conference halls/Committee Rooms. A number of conventions, seminars, symposia and conferences are also organized at these places during the tenure of different fairs/exhibitions. KTPO Complex attracts nearly 1 lakh visitors every year and the number is growing constantly. A significant number of these visitors are foreign and domestic business visitors/ delegates. It has been recognized that to cater to the food and beverage requirements of the visitors/participants/delegates, KTPO Complex should be able to offer a wide range of quality cuisine.

ITPO, through this bid, intends to allot the F&B Outlet on license basis for a period of 5 Days Only

1.2 F&B Outlet – 3 nos. at KTPO Complex + In-dining Restaurant – 1 no.

(i) Location – KTPO Complex, EPIP, Whitefield Industrial Area, Bengaluru 560066.

(ii) Area – F & B Outlet each measuring 26 Sq. Mtr. at 3 locations and One In-dining Restaurant measuring 100 sq. mtr. inside the air-conditioned complex and the reserve price for the same is Rs.20,000 for entire 5 days period..

(iii) **Cooking with flame is not permitted.**

(iv) Menu – Take away items/ready to eat foods/processed & packed foods/snacks/ hot & cold beverages (non-alcoholic).

(v) For F&B outlets, **use of open paved area in front of the outlet is only for sitting of customers and should not be used for any commercial gains/use.**

(vi) The premises are allotted on 'as is where is' basis

The proposed license covers only the areas as shown in the drawings with detailed specifications indicated thereon and no other area within KTPO Complex. The Licensee shall use the said Licensed Premises only for the purpose of operating a food and beverage outlet 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 KTPO Complex shall be used by the Licensee for serving food & beverages.

2.1 Schedule for Finalization of Bids/Allotment - Annexure-A

(i)	Release of Advertisement in ITPO’s Website/ Noticeboard/letters to leading hotels	08.08.2013
(ii)	Receipt of Bids (To be put in the Tender Box available in ITPO 33/1, Cunningham Road, 23A, Imperial Court, Bengaluru-560052)	20.08.2013 Till 1530 hours
(iii)	Opening of Technical Bids	20.08.2013 At 16.00 hours
(iv)	Opening of Financial Bids	20.08.2013 at 16.15 hours

2.2 Essential Eligibility Criteria for the Bidder

2.2.1 The applicant business entity applying for the license

(i) Should have a minimum current experience of 2 years in f&b operation

(ii) Should have an average annual turnover of Rs.25 lakhs during the last two Financial Years from F&B operations.

2.2.2 Applicant 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.

2.2.3 Those F&B operators who have already operated/have been operating any F&B outlet in KTPO Complex and who

a) have not honoured the terms and conditions of the License Agreements; or

b) are in litigation/arbitration on a dispute with ITPO in any legal forum for any reasons whatsoever; or

c) have outstanding dues payable to ITPO during their F&B operations in KTPO Complex, 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.

2.2.4 The Licensee shall also conform to the Food Safety and Standard Acts, Regulations, Bye-laws enacted there under and specifically to the guidelines on hygiene and sanitary practices provided under requisite schedule of Notification dated 1st Aug. 2011 of Ministry of Health and Family Welfare- Food Safety and Standards (Licensing and Registration of Food Business) Regulations 2011 or of the the law governed by Government of Karnataka on this subject and obtain requisite registration/license/permission to the satisfaction of Licensor before commencing his/her/their operations.

2.2.5 Documents to be furnished along with the Technical Bid:-

(i) Non-refundable application fee receipt against cash of Rs 500/- deposited with ITPO or a demand draft for the same amount payable to ITPO at Bengaluru (issued on or after the date of advertisement) if the bid documents have been downloaded from ITPO’s website.

- (ii) Copy of the terms & conditions included in the bid documents duly signed by the authorized signatory of the bidder on each page (Annexure 'B').
- (iii) Affidavit on stamp paper of Rs. 100/- duly signed and notarized (Annexure 'C').
- (iv) Agreement of the bidder to pay charges applicable for various services/ utilities for F&B outlets (Annexure 'D').

Self Attested Documents

- (v) Proof of identity such as Voters Card, Driving License, Passport etc., in case of Proprietorship.
- (vi) Partnership deed in case the applicant is a partnership firm.
- (vii) Memorandum and Articles of Association in case the applicant is a private/public limited company.
- (viii) PAN Card in the name of Proprietor/Partners/Company registered under Companies Act, as applicable.
- (ix) Sales Tax/VAT/Service Tax Registration Certificate, as applicable. If any provision is not applicable, the bidder shall give a declaration to the effect.
- (x) Trade License and Eating House License, as applicable. If either provision is not applicable, the bidder shall give a declaration to the effect.
- (xi) Proof of date of establishment of the applicant's business in food outlets.
- (xii) Certificate of annual turnover for the last two years duly certified by Chartered Accountant, showing the part of turnover relating to F&B operations.
- (xiii) Certified copy of the authorization by the company/Partnership Firm to the person signing the application.
- (xiv) Requisite registration/licence/permission to operate F&B outlet(s) in accordance with the Notification dated 1st Aug. 2011 of Ministry of Health and Family Welfare- Food Safety and Standards (Licensing and Registration of Food Business) Regulations 2011.

3.1 License Fee

3.1.1 The Licensee shall pay to the Licensor a fee for the Licensed Term (hereinafter referred to as "License Fee"). The License Fee shall be equivalent to the fee quoted in Financial Bid. In addition, service tax as fixed by the Govt. from time to time will have to be paid by the Licensee to the Licensor. Presently the rate of Service tax is 12.36% and the licensor will also charge service tax on the services provided to the licensee which fall under the purview of Service Tax.

3.1.2 The Licence fee of the entire licence period will be **Payable in advance** before taking over the possession of the F&B Outlet.

3.2 License Period

The Licensee shall use the said Licensed Premises for a period of **5 Days (Five Days only)** from the date of taking over possession of the F&B outlet, on payment of License Fee as prescribed.

4.1 Utilities, Conservancy and Other Charges

(i) Licensee is required to make time-bound payments of all dues towards licence fee, conservancy charges, consumption of electricity, water, applicable taxes etc. Details of utilities charges are indicated in Annexure-D which are subject to change without any notice due to revision of rates by service providers.

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

than the security deposit, Licensor shall take appropriate action for recovery of balance amount payable to Licensor at the risk and cost of the Licensee.

(iii) Besides payments for utilities like electricity, water, piped natural gas at the rates specified by ITPO from time to time, the licensee will also be required to pay Conservancy Charges (non-refundable). The conservancy charges as mentioned in Annexure-D are payable for removal of the waste generated & placed by the licensee at the designated location in KTPO Complex to dumping yards outside the KTPO Complex. The waste disposal from the designated locations to locations outside the KTPO Complex will be done by ITPO or its authorized agency/representative.

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

(v) The licensee shall pay all Central, State and local taxes including service tax, duties, licence fees, permit fees etc. as may become payable in accordance with the various laws or rules prevalent in Bengaluru. In no case shall the licensor be deemed to be the agent of the licensee for the purpose of collecting and remitting taxes/ levies by any tax authority. However, the licensee shall produce clearance certificate under the various tax laws to the licensor on demand.

5.1 Security Deposit

(i) In addition to the licence fee, the licensee will also be required to deposit with the licensor interest free refundable/adjustable Security Deposit of Rs. 5,000 or 10% of the quoted licence fee, whichever is higher, through a bank draft or banker's cheque payable at Bengaluru before taking over the possession of the outlet.

6.1 Manner of Submission of Bids

6.1.1 Bids by the applicant with supporting documents and should be submitted in the following manner:

(a) **Envelope I-** The envelope should be marked as "Technical Bid for F&B Outlet No. _____" (please indicate **KTPO Complex - F & B Outlet**) and sealed in a separate envelope. It should contain the application form -T along with supporting documents and application fee as per Para 3.1.5 (i).

(b) **Envelope II** – The envelope should be marked as 'Financial Bid for F&B Outlet No. _____' (please indicate **KTPO Complex - F & B Outlet**) and sealed in a separate envelope. It should contain the application form –F and earnest money as per Para 8.1.3 (i).

In view of the above, two separate sealed envelopes have to be submitted and clearly marked "Technical Bid for F&B Outlet No. _____ and In-dining Restaurant _____" (please indicate **KTPO Complex - F & B Outlet**) and Financial Bid of F&B outlet No. _____ and In-dining Restaurant _____" at ITPO, 33/1, Cunningham Road, 23A Imperial Court, Bengaluru - 560052. The name of the bidder should be clearly written with full address, e-mail ids and telephone numbers on both the envelopes.

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

6.1.3 (i) Earnest Money: All bidders shall have to deposit earnest money equal to 25% of the quoted license fee (exclusive of service tax), in the form of a demand draft from a scheduled commercial bank along with their Financial Bid inside the envelope.

(ii) Demand Draft/Pay Order/Banker's Cheque obtained earlier than the date of advt. inviting bids for allotment of outlets, will not be accepted.

(iii) Earnest Money shall be refunded to the unsuccessful bidders within one month of issue of allotment letter. However, the successful bidder's earnest money shall be returned only once the

successful bidder has deposited the security deposit and full license fee or adjusted earnest money towards the license fee payable by him/her.

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

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

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

6.1.6 Bids are to be submitted separately for each F&B outlet along with required supporting documents and requisite fee.

7.1 Other Terms and Conditions

7.1.1 ITPO reserves the right to accept or reject any bid without assigning any reason and also to invite fresh bids, as deemed appropriate, or to have negotiation with the highest bidder. ITPO also reserves the right to withdraw bid for any or all F&B Outlet(s) without assigning any reason.

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

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

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

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

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

7.1.7 (i) ITPO reserves the right to modify terms and conditions of the contract which shall be granted to the successful bidder after the bidding process, if in the opinion of the ITPO, it is necessary or expedient to do so in the public interest or for proper implementation of the **project**. The decision of the ITPO shall be final and binding in this regard.

7.1.7 (ii) ITPO reserves the right to modify terms & conditions in public interest only, as per directions of the regulatory authorities.

7.1.8 ITPO reserves the right to suspend the bidding process, cancel the contract with the selected party in part or in whole at any time if in the opinion of the ITPO it is necessary or expedient in the public interest. The decision of the ITPO shall be final and binding in this regard. Also ITPO shall not be responsible for any damage or loss caused or arisen out of aforesaid action.

7.1.9 All communications to the ITPO must be sent on the letter-head of the applicant under the signature of the authorized signatory whose name & designation must be mentioned in the letter. Letter without name & designation of the authorized signatory and / or letters on plain paper will not be entertained.

7.1.10 Not more than one F&B Outlet will be allotted to any applicant and /or his/her/their partners, associates, sister concerns, affiliates, directors, subsidiary, etc. In case more than one F&B outlet is taken by any party by furnishing wrong information, the allotment of all F&B outlets to them shall be cancelled forthwith without any refund of license fee, security deposits, conservancy charges etc. and without any liability to ITPO and the allottee shall be required to immediately vacate the premises of the relevant F&B outlet.

7.1.11 Areas of the F&B Outlets have been indicated in the layout plans/ drawings. This may change due to site conditions. The Applicants should physically verify the areas before giving their offers. The premises offered are on 'as is where is' basis. Applicant shall not raise any objection to the condition of premises at any time.

7.1.12 The Licensee shall pay all Central, State and Local Taxes including service tax, duties, license fees, permit fees, etc. as may become payable in accordance with the various laws or rules prevalent in Bengaluru. In no case

shall the licensor be deemed to be the agent of the Licensee for the purpose of collecting and remitting taxes / levies by any tax authority. However, the Licensee shall produce clearance certificate under the various tax laws to the Licensor on demand.

8.1 Conflict of Interest

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

9.1 Corrupt or Fraudulent Practices

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

a) Defines, for the purpose of these provisions, the terms set forth below as follows:

i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public servant; and

ii. "fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer, and includes collusive practice among Applicants/Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

b) Will reject a proposal for award of work if it is determined that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

c) Will declare a Applicant/Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract / contracts, if it at any time determines that the Applicant/Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

10.1 TERMS AND CONDITIONS FORMING PART OF THE AGREEMENT

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

11.1 TERMINATION / REVOCATION OF LICENCE

11.1.1 In case of default of any of the terms stipulated herein or breach of any of the Terms and Conditions of the License Agreement or if any legislation prohibiting or restricting such terms is imposed or impending, the Licensor shall be entitled to revoke / cancel / terminate the License granted under this Agreement with an immediate effect, without being liable to give any notice to the Licensee. In such an event, the Licensee will not be entitled to any refund of license fee, conservancy charges & security deposits. The Licensee undertakes to vacate the Licensed Premises immediately or as directed by the Licensor.

11.1.2 Any act of the Licensee which results in violation of this Agreement or any of the Terms and Conditions contained therein or instructions of the Licensor, shall give Licensor the right to forfeit the entire amount of the security deposit in addition to the right to terminate the

Agreement without any notice including making good the expenditure / cost if any incurred by the licensor in this regard.

11.1.3 Upon the expiry of the period of the Licensed Term or earlier termination of the License for any cause whatsoever, the Licensee shall have no right, title, interest to use the said Licensed Premises. The Licensor shall have undisputed right to make use of the said Licensed Premises at its discretion thereafter and also to grant license and/or further rights of the Licensed Premises to any third person or any other party(ies). It will be lawful for the Licensor without notice to enter upon the Licensed Premises after the revocation of the License on termination/expiry of this Agreement.

11.1.4 The security deposit shall be refunded by the Licensor to the Licensee only on the expiry of the License Term after deducting / adjusting any existing dues including dues of Electricity, water, damage charges, if any, and any other unpaid bill / fee due etc.

11.1.5 The Licensee may also, without assigning any reason, revoke the License and terminate this Agreement after giving one month prior written notice to the Licensor, but in such an event the Licensor shall not refund the License Fee, conservancy charges & the security deposit or any part thereof.

11.1.6 Revocation of License and termination of this Agreement for any reason whatsoever shall not absolve the Licensee from responsibilities, liabilities for damages and/or payments accrued prior to the Termination of this Agreement.

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

11.1.8 In case if for any reason whatsoever the Licensee continues to occupy the Licensed Premises beyond the expiry of Agreement, damages @ 5 (five) times of the license fee (to be calculated on pro-rata basis of license fee quoted for the duration of the license) or Rs.50,000/- 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 the license) or Rs.1.00 lakh per day whichever is higher for the next seven days of default, will be payable under this Agreement by way of liquidated damages. The Licensee agrees that it is a reasonable estimate of the damage and the licensee agrees to pay the same without any protest/demur. Under no circumstances will the licensee be allowed to occupy the outlet after the fourteen days of default and the same would be taken over by the licensor without any notice and in such a situation, the licensee will have no right to their items, if any, found in the outlet and the same will be disposed off at the cost and risk of the licensee.

12.1 Force- Majeure

If at any time, during the continuance of this contract, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts(as are not limited to the establishments and facilities of the contractor), fire, floods, natural calamities or any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such EVENT is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance provided the contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame

within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

13.1 Arbitration

(a) All matters of dispute arising out of this shall be governed by Indian law and subject to Court jurisdiction in Bengaluru.

(b) In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the CMD, ITPO (hereinafter referred to as the said officer) and if the CMD, ITPO is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the CMD, ITPO. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof of any rules made thereof.

(c) The Arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

(d) The venue of the arbitration proceeding shall be the office of ITPO or any other suitable venue decided by the Arbitrator.

(e) Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.

APPLICATION FORM –F (FINANCIAL BID)
FOR
LICENCE TO OPERATE F&B OUTLET
for the period of 5 days during
Aahar – Food & Hospitality fair
to be held during 4-8th September 2013
AT KTPO CONVENTION CENTRE, BANGALORE

Dear Sir,

1. I am/We are pleased to submit my/our Financial Bid for Rs. _____ (in _____ words _____) (exclusive of service tax, as applicable) for grant of **LICENCE TO OPERATE F&B OUTLET AT KTPO CONVENTION CENTRE, BANGALORE for a period of 5 Days (FIVE Days Only) during 4-8th September 2013.**
2. I am/ We are enclosing demand draft No. _____ dated _____ drawn on _____ for Rs. _____ towards Earnest Money, being 25% of the license fee quoted at (1) above.

NOTE: The proposed area of F&B Outlet has been shown in the enclosed drawing.

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

1. the submission of the offer does not guarantee grant of license and that ITPO has the right to cancel or reject the bids at any time.
2. We will also deposit the Earnest Money with the licensor through a demand draft or banker's cheque, before taking over the possession of the F&B Outlet as a Security Deposit.
3. That the term of the license for F&B Outlet shall be **for a period of 5 Days (FIVE Days only)** and the same shall not be liable to be extended under any circumstances notwithstanding any dispute between licensor and ourselves.
4. Security deposit will be at the disposal of ITPO to make good any loss/ damages/outstanding dues and for performance of other Terms & Conditions of license.
5. We will also pay entire license fee and conservancy charges in advance by the stipulated date given in the Award Letter.
6. All services provided by the Licensor, which fall under the purview of Service Tax, shall attract Service Tax at the rate fixed by the Government from time to time including on the quoted License Fee. Presently, the rate of Service Tax is 12.36%.
7. I understand that the License Fee & conservancy charges are lump sum amounts and no part thereof are refundable in the event of cancellation of the License Agreement either by the Licensor or the Licensee.

I/We understand that apart from quoted license fee, charges for electricity, etc. shall be payable by us to the complete satisfaction of ITPO along with other statutory and local taxes indicated by the Licensor. This is subject to the Terms & Conditions of ITPO and incase of any dispute the decision of CMD, ITPO will be the final.

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

Thanking you,

Yours faithfully,

Place:

Date:

Full Address :

Email ID:

Company Seal:

Signature :

Name :

Designation :

(Capacity in which signed)

APPLICATION FORM –II (FINANCIAL BID)
FOR
LICENCE TO OPERATE RESTAURANT IN AN AREA OF 1000 SQ. FT.
for the period of 5 days during
Aahar – Food & Hospitality fair
to be held during 4-8th September 2013
AT KTPO CONVENTION CENTRE, BANGALORE

Dear Sir,

1. I am/We are pleased to submit my/our Financial Bid for
Rs. _____ (in _____ words

_____) (exclusive of service tax, as applicable) for grant of **LICENCE TO OPERATE RESTAURANT IN AN AREA OF 1000 SQ. FT. AT KTPO CONVENTION CENTRE, BANGALORE for a period of 5 Days (FIVE Days Only) during 4-8th September 2013.**
2. I am/ We are enclosing demand draft No. _____ dated _____ drawn on _____ for Rs. _____ towards Earnest Money, being 25% of the license fee quoted at (1) above.

NOTE: The proposed area of RESTAURANT in an area of 1000 sq. ft. has been shown in the enclosed drawing. The **Reserve price is Rs.20,000 for the total 5 day period.**

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

1. The submission of the offer does not guarantee grant of license and that ITPO has the right to cancel or reject the bids at any time.
2. We will also deposit the Earnest Money with the licensor through a demand draft or banker's cheque, before taking over the possession of the RESTAURANT in an area of 1000 sq. ft. as a Security Deposit.
3. That the term of the license for RESTAURANT in an area of 1000 sq. ft. shall be **for a period of 5 Days (FIVE Days only)** and the same shall not be liable to be extended under any circumstances notwithstanding any dispute between licensor and ourselves.
4. Security deposit will be at the disposal of ITPO to make good any loss/ damages/outstanding dues and for performance of other Terms & Conditions of license.
5. We will also pay entire license fee and conservancy charges in advance by the stipulated date given in the Award Letter.
6. All services provided by the Licensor, which fall under the purview of Service Tax, shall attract Service Tax at the rate fixed by the Government from time to time including on the quoted License Fee. Presently, the rate of Service Tax is 12.36%.

7. I understand that the License Fee & conservancy charges are lump sum amounts and no part thereof are refundable in the event of cancellation of the License Agreement either by the Licensor or the Licensee.

I/We understand that apart from quoted license fee, charges for electricity, etc. shall be payable by us to the complete satisfaction of ITPO along with other statutory and local taxes indicated by the Licensor. This is subject to the Terms & Conditions of ITPO and in case of any dispute the decision of CMD, ITPO will be the final.

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

Thanking you,

Yours faithfully,

Place:

Date:

Signature :

Name :

Designation :

(Capacity in which signed)

Full Address :

Email ID:

Company Seal: