

Tender Ref.No. ITPO/F&B/AAHAR/2022

25/02/2022

INDIA TRADE PROMOTION ORGANISATION
(A Government of India Enterprise)
PRAGATI BHAWAN, PRAGATI MAIDAN, NEW DELHI-110001

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E-TENDER NOTICE

INVITATION OF ONLINE BIDS FOR TEMPORARY ALLOTMENT OF FOOD & BEVERAGES (F&B) OUTLETS AT PRAGATI MAIDAN, NEW DELHI FOR A PERIOD OF FIVE (5) DAYS FROM 26.04.2022 TO 30.04.2022 DURING AAHAR, 2022 WITH A MINIMUM RESERVED LICENSE FEE OF Rs. 10,00,000/- (RUPEES TEN LAKH) PLUS APPLICABLE GST.

F&B OUTLETS TENDER

1. INTRODUCTION

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 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.

2.1 OBJECTIVE

AAHAR - The International Food & Hospitality Fair is a flagship **B2B event** organized by India Trade Promotion Organisation (ITPO) at Pragati Maidan, New Delhi. The 36th edition of the event will be organized from **April 26-30, 2022** at Pragati Maidan (New Delhi). AAHAR is one of Asia's best known brands in Food & Hospitality shows. **Tentative timings of the event are from 10.00 AM to 6.00 PM. The event is tentatively scheduled to be organized in new exhibition halls 2,3,4 & 5 (Ground Floor and First Floor) and old exhibition halls viz. 7,8,9,10,11,12, 12A. Tentatively, around 10000 visitors are expected during the event. However, no expressed warranties are given on this account by ITPO.** 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.

With the objective to make Aahar, 2022 a one-stop destination to explore true culinary diversity and to serve wide range of cuisine & a multi-cultural clientele, ITPO, through this tender, intends to allot the F&B Outlets on temporary license basis for a period of five (5) Days i.e. from 26.04.2022 to 30.04.2022 with minimum Reserved License Fee of Rs. 10,00,000/- plus applicable GST.

2.2 AREA – LICENSED PREMISES:

Location	Location corresponding area
Trapezium (horse-shoe shape)	Four units in front of Hall 2-5, with each unit having two outlets of 126 sqm each & 100 sqm of common seating area. Total area of one unit (126+126+100) is 352 sqm. Total area of all 4 units (4 x 352 sqm) is 1408 sqm
Old Existing Halls F&B Area	<ul style="list-style-type: none">• Kiosk 11A and 11B&C (behind Hall-11): 28 sqm (with

	144 sqm common open seating space) and 42 sqm (with 230 sqm common open seating space) <ul style="list-style-type: none"> Kiosk-12 (behind Hall-12): 201.5 plot area
20 Nos of Vending Points [For packaged food & beverages including (i) bottled carbonated soft/cold drinks and packed juices; (ii) bottled drinking water; (iii) ice-creams and (iv) tea & coffee etc.]	Platform of 5x5 ft. for each vending point

The proposed temporary license covers only the area as shown in the enclosed drawing with detailed specifications indicated thereon and no other area within Pragati Maidan, New Delhi. The Licensee 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. No food/ beverage are to be served in any manner anywhere outside the designated licensed area.

2.3 **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.	Food Court (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 Food Lounge		Bikanervala/ Haldiram's or equivalent

		having ISO 22000:2005 / BRC certification. (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/Juices etc.	<ul style="list-style-type: none"> ○ Nescafe/Bru/Café Coffee Day or any equivalent brand ○ Bisleri/Kinley/Aquafina/Bailey or any equivalent brand ○ Havmor/Amul/ Kwaliti Walls/ Cream Bell/ Mother Dairy or any equivalent brand ○ Real/Paper Boat/Minute Maid/ Tropicana or any equivalent brand
4.	Vending points for water dispensers in all halls as per layout plan	F&B Operators have to provide water dispensers, 20 Litre Water Jars/ Bottles and eco-friendly disposable drinking cups as per requirement communicated by ITPO. Further, refilling etc. shall be the responsibility of the operator. ITPO will pay the operator as per actual consumption duly certified by ITPO official.

2.4 **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.

3. **ELIGIBILITY CRITERIA:-**

- a) The bidder may be a Sole Proprietor or Partnership Firm or a Company registered under the Companies Act, 2013 or in case of a Consortium, the Lead Member must be a Company registered under the Companies Act, 2013/Body Corporate. Copy of relevant certificate in respect of constitution of the entity to be submitted alongwith Technical Bid.
- b) The applicant business entity should have a minimum average annual turnover of Rs. 1.00 Crore (Rupees One Crore Only) from Food & Beverages/ Hotel operations during any three financial years out of last four financial years ending 31/03/2021. The applicant 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 single Bidder must singly/ Consortium Bidder must jointly meet, all the relevant experience criteria mentioned below:

- Bidder should have experience of operating in Food & Beverages/ Catering/ Hospitality/ Hotel Industry for minimum of three (3) years in last five financial years ending the last date of submission of bids.

e) The 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. The applicant shall furnish **Affidavit** on stamp paper of Rs. 100/- duly signed and notarized as per Annexure-D to this effect.

3.1 (i) Those F&B operators who have already operated/have been operating any F&B outlet in Pragati Maidan and who

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

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

4. LICENSE FEE

4.1 The Licensee shall pay to the Licensor a fee (hereinafter referred to as “License Fee”) for the Licensed Term. The License Fee shall be equivalent to the fee quoted in Financial Bid. In addition, Goods and Services Tax (GST) as fixed by the Govt. from time to time will have to be paid by the Licensee to the Licensor. Presently, the rate of GST is 18% and the licensor will also charge GST on the other services provided to the licensee 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.

4.2 The entire License Fee for the licensed F&B outlets will be payable in advance along with applicable taxes. The license fee is payable within 3 days from allotment of outlet(s) and/or

before taking possession of the concerned site(s). The tentative date planned for handing over possession of the F&B locations is 22/04/2022. The period from 22/12/2022 to 25/04/2022 is the gestation period for setting up of the locations. **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.**

- 4.3 The minimum reserved license fee for F & B Outlets for entire duration of the license period of five (5) days i.e. from 26.04.2022 to 30.04.2022 is Rs. 10,00,000/- (Rupees Ten Lakh Only). 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.

5. **LICENSE PERIOD & TIMINGS OF THE OUTLET**

- i. The Licensee shall use the said licensed premises for a period of only Five (5) Days i.e. from 26.04.2022 to 30.04.2022 on a payment of license fee as prescribed.
- ii. The authorized employees of the Licensee 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 is required to stay beyond such time, for which it is incumbent upon the licensee to take permission from the licensor (ITPO) well in advance.

6. **UTILITIES, CONSERVANCY AND OTHER CHARGES**

- i. Licensee is required to make time-bound payments of all dues towards Conservancy Charges, Electricity Supply Commissioning & Consumption Charges, Water Supply Commissioning & Consumption Charges, PNG Supply Commissioning & Consumption Charges, and applicable taxes, within 15 days from the date of the invoice/ bill.
- ii. If any payment towards electricity, water, gas, conservancy, other utilities, penalties and any other dues remain outstanding beyond 15 days from the date of the invoice(s)/ bill(s), a penal interest @ 9% per annum from the completion date of the aforementioned 15 days' period shall be chargeable till the date of actual remittance of the balance payable dues. The claim of the Licensee to the goods lying at the locations would not be entertained.
- iii. The utility charges inter-alia including Conservancy Charges, Electricity Charges, Water Charges, PNG Charges, Caretaking Service Charges etc. subject to revision without any notice retrospectively and the licensee 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. The 9% penal interest shall be chargeable from the date of closure of 15 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, gas and conservancy charges which are subject to revision without any notice, if rates are revised by a service provider.
- vi. Licensee shall take possession of all the premises on **'as is where is basis'**.
- vii. Conservancy 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 conservancy charges, as per rates prescribed, are payable for removal of the waste from the designated location in Pragati Maidan to dumping yards outside the Pragati Maidan. The waste disposal from the designated locations to locations outside the Pragati Maidan will be done by ITPO or its authorized agency/representative. However, the Licensee shall have to dispose-off the waste, of its own, at the designated place as shown in the layout.

7. SECURITY DEPOSIT

In addition to the license fee to be paid in advance to the licensor i.e. ITPO, the licensee will also be required to deposit with the licensor **Security Deposit of Rs. 10 Lakh (Rupees Ten Lakh Only)** 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.

8. MANNER OF SUBMISSION OF ON-LINE BIDS

- 8.1** 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 Para 8.3, and earnest money as per Para 8.4 (i). It should be marked as 'Technical Bid for F&B Outlets Allotment for AAHAR 2022'. 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 F&B Outlets Allotment for AAHAR 2022'. 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.

- 8.2** 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.
- 8.3 TENDER FEE:** - The bidder(s) shall pay a non-refundable application fee by way of RTGS/NEFT/Online Transfer of Rs. 5900/- (Rs. 5,000/- + GST@18%) payable to ITPO at New Delhi, as per bank details annexed with the tender document.

8.4 EARNEST MONEY DEPOSIT (EMD):

- i. All bidders shall have to deposit **EMD of Rs. 5 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.
- ii. RTGS/NEFT towards EMD made earlier than the date of advt. inviting bids for allotment of F&B Outlets will not be accepted.
- iii. Earnest Money of the unsuccessful bidders will be refunded within one month of award of allotment letter. However, the EMD of successful bidder will be adjusted against the security deposit and/or towards the license fee payable by the successful bidder.
- iv. 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.
- v. If the successful Bidder 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 be forfeited.

9. OTHER TERMS AND CONDITIONS

- 9.1 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.
- 9.2 **Bidders are also required to submit spiral bound serially numbered copies of the technical bids alongwith proper checklist of documents enclosed. However, copies of documents which have been uploaded online will only be considered valid.**
- 9.3 Conditional bids or incomplete bid(s) or those received without required documents, Application Fee and Earnest Money Deposit shall be considered as summarily rejected.
- 9.4 The bidder may modify the submitted bid through resubmit option on CPP Portal before the last date for submission of applications. An applicant 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.
- 9.5 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 will not be entitled for any compensation.
- 9.6 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.
- 9.7 ITPO reserves rights to suspend the bidding process with the selected party 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.
- 9.8 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.
- 9.9 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, conservancy charges etc. shall be forfeited and without any liability to ITPO and the bidder shall immediately vacate the premises/ F&B outlet.
- 9.10 **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 Applicants 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, for any reason whatsoever, shall be entertained later.

- 9.11** ITPO shall have the right to grant rights and privileges to any other parties similar to the ones enjoyed by the applicant/Licensee within the Pragati Maidan without any restriction whatsoever during the period of the contract.
- 9.12** The Licensee 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 shall produce clearance certificate under the various tax laws to the Licensor on demand.
- 9.13** The licensee 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.
- 9.14** The licensee shall not charge any price exceeding MRP printed. The sale price cannot exceed the rate printed as MRP, however, the licensee 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.
- 9.15** ITPO, at its sole discretion issue an Award Letter to the Selected Bidder. The issuance of Award letter by ITPO and acceptance of the Award Letter by the Selected Bidder shall create a binding obligation upon Selected Bidder 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 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 within prescribed time shall lead to forfeiture of Earnest Money Deposit of such Selected Bidder 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.
- 9.16** In case the Selected Bidder fails to execute the License Agreement within stipulated time, ITPO may terminate the Award Letter forthwith and the Earnest Money Deposit of such Selected Bidder 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.
- 9.17** Bidders shall quote all amounts mentioned in their proposal in Indian Rupees (INR) only.
- 9.18** The proposals to be submitted by the bidders and the Agreement to be signed with the successful Licensee shall be written in the English language, which shall be the language that shall govern the contractual relations between ITPO and the successful bidder.

9.19 In case, Licensee needs more area for operation of F&B outlets, the same may be granted by the Licensor as per availability. The Licensee will have to pay for the said additional area on pro-rata basis in consonance with the main area allotted to the licensee as per tender amount.

9.20 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. 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, subject to other terms and conditions of the license agreement.

10. 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.

11. 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 are given below:
 - i. **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value/kind to influence the action of a public servant; and
 - ii. **“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 Applicants/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.
 - iii. 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.
- 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 an Applicant/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 Applicant/Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- d) In case if it comes to notice that information/documents furnished by the applicant 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 will not be entitled to any refund of License Fee and Security Deposit.

- e) 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)

S. No.	Particulars	Critical Date /Time
(i)	Release of Advertisement/ Date of publication of tender	25.02.2022
(ii)	Last Date for Receipt of Bids	14.03.2022 (3.00 P.M.)
(iii)	Opening of Technical Bids	15.03.2022 (3.30 P.M.)
(iv)	Validity of Bids	90 days from the last date of submission of bids

APPLICATION FORM – T (TECHNICAL BID)
FOR
LICENSE TO OPERATE F&B OUTLETS AT
PRAGATI MAIDAN, NEW DELHI DURING AAHAR, 2022

1.	Name of the Firm/Company		
2.	Address		
3.	Telephone/Mobile No.(s)		
4.	(i)	Fax Number	
	(ii)	ISD/STD Code	
	(iii)	E-mail Address	
	(iv)	Website	
	(v)	Attach self-attested copy of valid:	
	(a)	GST Reg. Certificate No.	
	(b)	TAN Reg. Certificate No.	
	(c)	Trade License No.	
	(d)	Registration certificate of E.PF.O. & E.S.I No. Or Submit a declaration that you are exempted from these Acts	

5.	(i)	Applicant'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.	Designation & address of the Income Tax Authority by whom the entity is assessed		
8.	Name/Address of Bankers with A/c. No.		
9.	Details of enclosed Demand Draft / Banker's Cheque/Pay Order/NEFT/RTGS covering Application Money in case the Bid Document-cum-Application Form is downloaded		DD No. _____ UTR No. _____ Dated _____ for an amount of Rs.5900/- drawn on _____ (Name of the Bank)

10	Details of business associates, sister concerns, affiliates, subsidiaries, etc. if any duly self-attested & stamped (attach proof)			
	Name of business associates/sister concerns/affiliates/ subsidiaries etc. (attach separate sheet, if necessary)	Address	PAN	Whether operated any F&B Outlet in Pragati Maidan, If Yes, please indicate kiosk no./Name & years of operation (Yes / No)
	1. 2. 3. 4. 5. 6. 7.			
11	Date of establishment of the applicant's business in food outlets (attach proof) <u>Certificate(s) from local bodies/authorities/Municipality/local Police/FSSAI</u>			
12	Annual Turnover of Rs. 1.00 Crore in any three financial years out of preceding 04 financial years from F&B operations <u>(attach CA Certificate clearly certifying annual turnover from F&B business for any three financial years out of last four financial years as a proof)</u>	Financial Year	Turnover (in Lakh) from F&B operations (as per audited financial statement)	
2017-18				
2018-19				
2019-20				

		2020-21				
13	Experience in the field of F&B Operations					
	Type of Outlet (Multi Cuisine/Speciality Restaurant(s)) (attach separate sheet, if necessary)	Nos.	Address	Operating since (Month/Year)	Type of Cuisine	Networked electronic cash register (Yes / No)
	(a)	(b)	(c)	(d)	(e)	(f)
	1.					
	2.					
	3.					
	4.					
	5.					
	(i)	attach documentary proof in the form of self-attested copies of eating house license and trade license from local police/local bodies whichever is applicable, for all the aforesaid outlets				
14	Details of any National/ International arrangement/ agreement in the field for operation of restaurants and brands etc. (proof to be attached) <u>Self-attested & stamped copies of agreement(s) or copy of Registration Certificate of Trademark</u>					
15	(A)	In case of a Pvt./Public Limited Company , 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	
(iii)	Income Tax Return of the last three financial years OR	Yes		No	
(B)	In case of a Partnership Firm , please attach self-attested copies of the following and confirm in the box:				
(i)	PAN Card of Firm	Yes		No	
(ii)	Income Tax Return of the last three financial years	Yes		No	
(iii)	Certified copy of Partnership Deed	Yes		No	
(iv)	PAN Cards of all partners	Yes		No	
OR					
(C)	In case of a Sole Proprietor Firm , please attach self-attested copies of the following and confirm in the box				
(i)	Election Identity Card/Driving Licence/AADHAR etc. as proof of identity and address	Yes		No	
(ii)	PAN Card of Proprietor	Yes		No	
(iii)	Income Tax Return of the last three financial years	Yes		No	
16	Any other information				

I/We, hereby, declare that:-

- (i) I/We have read and understood & agree to the Bid Documents, including Terms & Conditions forming integral part of the license agreement, etc.
- (ii) I/We have read and understood the terms and conditions governing the grant and operation of license; and
- (iii) I/We agree and undertake to be bound by the Bid Documents, and other Terms & Conditions forming integral part of the license agreement.
- (iv) That I/we understand that in case of any of the above information/ documents (as given by us) is found to be incorrect, ITPO may reject the application, cancel the agreement or revoke the license

at any time, without giving any notice and in such a situation, I/we will not be entitled for refund of any part of licence fee, security and other deposits

- (i) 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 :

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 applicant shall submit copies of allotment letters, valid license(s) from local police / municipality / food regulatory authorities 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.5900/-** alongwith Technical Bid.
- (5) Details of deposition of **Earnest Money Deposit (EMD) of Rs. 5 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), Hall No.7 (First Floor), 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 copy of valid **GST Regn. Certificate**.
- (8) Scanned copy of Self-attested & stamped copy of valid **TAN Regn. Certificate**.
- (9) Scanned copy of Self-attested & stamped copy of Registration certificate of **E.P.F.O. & E.S.I.** or submit a declaration that the bidder is exempted from these Acts.
- (10) Scanned copy of Self-attested & stamped copy of valid **FSSAI Registration Certificate**.

(11) (a) In case the applicant is a **Pvt. / Public Limited company**, self-attested scanned copies of;

- i. PAN Card of the Company
- ii. TAN Regn. Certificate,
- iii. Company Registration Certificate (**in original**),
- iv. Income Tax Return of the last three financial years duly certified by a Chartered Accountant,

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

- i. PAN card of the firm,
- ii. TAN Regn. Certificate,
- iii. Income Tax Return of the last three financial years duly certified by a Chartered Accountant.
- iv. Certified copy of Partnership Deed,
- v. PAN cards of all Partners

(c) In case the applicant 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
- iii. TAN Regn. Certificate, if any.
- iv. Income Tax Return of the last three financial years, etc. of the applicant duly certified by a Chartered Accountant.

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

➤ **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

**LICENCE TO OPERATE F&B OUTLETS DURING AAHAR, 2022 AT PRAGATI MAIDAN, NEW
DELHI**

NOTE:

“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 of Rs. 10,00,000/- (Rupees Ten Lakh Only) plus GST 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.**

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

**LICENSE AGREEMENT FOR GRANT OF LICENSE TO OPERATE FOOD & BEVERAGES
OUTLETS ON LICENSE BASIS FOR
A PERIOD FROM 26-30, APRIL 2022 IN PRAGATI MAIDAN**

This License Agreement (“**Agreement**”) has been made and executed at New Delhi on ____ day of APRIL, 2022.

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 a 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 APRIL, 2022 first hereinbefore 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 LICENCE AGREEMENT

1. OBJECTIVE

The Licensee 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.

2. TERM OF LICENSE

- 2.1** The term of the license will be for a period of **Five days** i.e. from 26.04.2022 and shall expire on 30.04.2022 (**Licensed Term**) unless earlier terminated/cancelled/revoked by the Licensor.
- 2.2** The Licensee shall be deemed to have vacated the Licensed Premises **within Three days** 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 into the Licensed Premises and get the Licensed Premises vacated including disconnection of water, electricity, PNG and other facilities to which the Licensee shall have no right to object. Further, the Licensor will also have right to seal the premises if the possession of the premises is not handed over after the expiry or termination/ cancellation of Agreement. Any issue of licensee seeking resolution may be limited to financial compensation as per the other terms of the agreement.
- 2.3** On expiry/revocation/cancellation/termination of the License, the Licensee 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 at the time of taking over possession of the premises), failing which Licensor shall take over possession and the Licensee shall not have any claim on the goods left in the premises.
- 2.4** Licensee shall reimburse any loss or damage to the property and equipment of Licensor as per the assessment of Licensor’s Engineering Division after verification within 2 days from the date of vacation, along with damages/liquidated damages at the rates to be decided by the Licensor for the period required / taken to repair the property equipment(s).

3. AREA & FACILITY

3.1 AREA

3.1.1 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.

3.1.2. 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

4.1 (a) 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.

4.1 The Licensee 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 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 except for supporting the trade promotion and other related activities permitted by the licensor.

4.2 The Licensee has no right on the land or Licensed premises.

4.3 The Licensed Premises are public premises as defined in the Public Premises (Eviction of Unauthorized Occupants) Act 1971 and fall within the jurisdiction of the Estate Officer, Pragati Maidan New Delhi-110001. The rules framed in PP Act, as amended from time to time, shall be applicable for all matters in respect of the said Licensed Premises.

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

- 4.5** The Licensee shall give special attention to the manner in which his 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.
- 4.6** The authorized employees of the Licensee 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 is required to stay beyond such time, for which it is incumbent upon the Licensee to take permission from the Licensor well in advance.
- 4.7** 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 shall be solely liable for any action or penalty imposed by relevant authorities in this regard.
- 4.8** The Licensee shall also conform to the Food Safety and Standard Acts, Regulations, Bye-laws enacted thereunder and specifically to the guidelines on hygiene and sanitary practices provided under requisite schedule of Notification dated 1st Aug. 2011 of Ministry of Health and Family Welfare- Food Safety and Standards (Licensing and Registration of Food Business) Regulations 2011 and obtain requisite registration/licence/permission to the satisfaction of Licensor before commencing his/her/their operations.
- 4.9** 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 shall assist/co-operate with the Licensor's officials in this regard.
- 4.10** 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.
- 4.11** The serving of pork & beef is strictly prohibited in licensed premises.
- 4.12** The Licensee shall not place or permit placement of any advertisement, notice frames, pictures, decorations, pay telephones, weighing or 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.

- 4.13** 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.
- 4.14** Segregation of waste material will also be undertaken by Licensee as per local rules and regulations. Licensee shall collect all garbage in bags/ boxes/trolleys permitted as per the guidelines of the Licensor. The collected garbage shall be kept at designated locations by Licensee that shall be disposed of by the Licensor outside of Pragati Maidan.
- 4.15** The Licensee, his agents and employees shall observe/perform and comply with all applicable law/ rules and regulations of Shops and Establishment Act, Factory Act, Industrial Disputes Act, Minimum Wages Act, Labour Laws and the provision of any statutory law applicable to the Licensee including any rules and regulations made by Licensor or any other department of Government of NCT of Delhi or Local body or administration as applicable from time to time to the business which the Licensee is allowed to carry on under this Agreement and to the area in which the said premises is located. This also includes compliance of laws relating to hygiene, storage, sanitation, cleanliness product quality and disposal of water & waste material etc.
- 4.16** The packaging of the food items served/sold by the Licensee at Pragati Maidan should bear the name/logo of the Licensee.
- 4.17** Only Potable water will have to be served in the outlets.

5. FOOD TO BE SERVED IN THE OUTLET

The Licensee shall provide multi-cuisine food including fast food, confectionaries, non-alcoholic beverages, ice-cream etc. as per Clause no. 4.13 above. 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 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

- 7.1** The Licensee 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.

- 7.2 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 after compliance relating to additional equipment etc., if any, at his own cost and for specific area.
- 7.3 The Licensee, 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.**
- 7.4 All communications to the Licensor must be sent on the letterhead of the Licensee under the signature of the authorized signatory whose name & designation must be mentioned in the letter. Letter without name & designation of the authorized signatory and letters on plain paper would not be entertained. All notices / communications shall be sent by the Licensor at the address first mentioned above. 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 at the address mentioned by them at the time of allotment. Any change in the address should immediately be informed to the Licensor.

8. LICENCE FEE & SECURITY DEPOSIT

8.1 LICENSE FEE

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

- (a) The Licensee shall pay to the Licensor a Licence Fee 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.
- (b) The entire License fee for the licensed F&B outlet will be paid in advance along with applicable taxes, the entire license fee is payable immediately on allotment.

8.2 SECURITY DEPOSIT

- 8.2.1 In addition to the entire Licence Fee to be paid in advance, to the Licensor, the Licensee will also be required to deposit with the Licensor, interest free (refundable/adjustable) Security Deposit of Rs. 10.00 Lakh (Rupees Ten Lakh only) through a bank draft/ NEFT/ RTGS Fund Transfer in favour of ITPO payable at Delhi before taking over the possession of the outlet.

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 for removal of waste as mentioned in Annexure-E which is subject to revision without any notice. This conservancy charges as per rates prescribed are payable for removal of the waste generated by the Licensee from the designated location up to which Licensor shall transport the same by its own arrangement as per detailed guidelines to be issued by the Licensor from the F&B outlet to the designated location for the same. The waste from the designated locations for disposal outside the Pragati Maidan will be made by ITPO or its authorized agency/representative. The Conservancy charges and utility services' charges are subject to revision without any notice.

8.2.2 Conservancy charges (non-refundable) for entire duration of the license period are payable in advance along with applicable taxes before taking over the possession of the licensed premises.

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

9. PAYMENT OF DUES AND RATES & TAXES

9.1 Licensee is required to make time-bound payments of all dues towards Conservancy Charges, Electricity Supply Commissioning & Consumption Charges, Water Supply Commissioning & Consumption Charges, PNG Supply Commissioning & Consumption Charges, and applicable taxes, within 15 days from the date of the invoice/ bill.

- i.** If any payment towards electricity, water, gas, conservancy, other utilities, penalties and any other dues remain outstanding beyond 15 days from the date of the invoice(s)/ bill(s), a penal interest @ 9% per annum from the completion date of the aforementioned 15 days' period shall be chargeable till the date of actual remittance of the balance payable dues. The claim of the Licensee to the goods lying at the locations would not be entertained.
- ii.** The utility charges inter-alia including Conservancy Charges, Electricity Charges, Water Charges, PNG Charges, Caretaking Service Charges etc. subject to revision without any notice retrospectively and the licensee shall be liable to pay the corresponding charges as demanded by the licensor.
- iii.** 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. The 9% penal interest shall be chargeable from the date of closure of 15 days' period from the date of invoice and upto the date of actual remittance of the balance dues.

- iv. Details of the charges are indicated in **Annexure-E** covering electricity, water, gas and conservancy charges which are subject to revision without any notice, if rates are revised by a service provider.
- v. Licensee shall take possession of all the premises on **‘as is where is basis’**.
- vi. Conservancy 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 conservancy charges, as per rates prescribed, are payable for removal of the waste from the designated location in Pragati Maidan to dumping yards outside the Pragati Maidan. The waste disposal from the designated locations to locations outside the Pragati Maidan will be done by ITPO or its authorized agency/representative. However, the Licensee shall have to dispose-off the waste, of its own, at the designated place as shown in the layout.

9.2 No part of the paid licence fee, Security Deposit and conservancy charges are refundable in the event of cancellation/revocation of the license by the Licensor / Licensee.

9.3 The Licensee shall pay all Central, State and Local Taxes including GST, duties, licence 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 shall produce clearance certificate under the various tax laws to the Licensor on demand.

9.4 The licensee 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.

9.5 The licensee 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

10.1 The Licensee shall abide by all the instructions / regulations issued by the Licensor with respect to entry and exit of the material / personnel / representatives and visitors from time to time.

10.2 Entry of vehicles inside the Pragati Maidan is not permitted during the fair/exhibition hours. Only limited number of essential service vehicles, with valid Service Pass, shall be allowed entry.

- 10.3** The Licensee shall be issued a maximum of 250 entry passes for their officials/ employees including sanitation staff to support the minimum operations. Additional passes will be issued, if required, on payment of Rs.1,000/- per pass. Duplicate passes in lieu of lost/damaged cards will be issued on payment of Rs.200/- per pass.
- 10.4** Licensed premises shall not be used for residential purposes by the Licensee 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.
- 10.5** The licensee will be issued parking label of suitable parking area, if available, for their vehicles and in no case the licensee is allowed to park their vehicle(s) near the licensed premises.

11 SAFETY AND SECURITY

- 11.1** The Licensee shall arrange at its own cost the security of the Licensed Premises and inventory thereof and the Licensors shall not be responsible in any manner whatsoever for the security of the Licensed Premises and the goods stored therein. The licensee, 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.
- 11.2** The Licensee shall make appropriate arrangement and install adequate fire-fighting equipment in accordance with Delhi Fire Service bye laws at its own cost and ensure that they are periodically checked and maintained. The Licensors shall have the right to get the installed equipments checked / monitored from Delhi Fire Service or any other approved agency at the cost of the Licensee if felt appropriate during the period of License. The Licensee will also obtain NOC from Delhi Fire Service in respect of allotted licensed premises.

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

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

3. All the exit and passage should be un-obstructed and exit signage should be put at every exit point.
4. Five pieces of gel or fire blanket should be kept at specific locations.
5. No flammable articles should be stored inside the outlet and garbage/leftover should be cleared on daily basis.
6. The licensee should deploy appropriate numbers of fire guards during the events.

- 11.3** The Licensee 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.
- 11.4** The Licensee and its employees shall comply with any special instructions issued from Licensor / Delhi Police / Security Agencies including those about security from time to time.
- 11.5** 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

- 12.1** The Licensee 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 License shall be liable to be cancelled on the spot and electricity, Water & PNG connections shall also be disconnected, **without any notice**.
- 12.2** Penalty as deemed fit will be imposed by the Licensor for any breach/ non-compliance/violation identified for imposition of Penalty, which may not preclude termination of license without any notice.

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

1. For 1st violation- warning will be given.
2. For 2nd violation- penalty of Rs. 50,000/- plus applicable GST.
3. For 3rd violation- penalty of Rs. 1,00,000/- plus applicable GST.
4. For 4th violation- penalty of Rs. 2,00,000/- plus applicable GST.
5. For 5th violation- penalty of Rs. 5,00,000/- plus applicable GST even termination of License Agreement may be considered by the Licensor and Security deposit may be forfeited

- 12.3** The Licensee 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 outlet will ensure the compliance of all rules and regulations with regard to the conditions of food quality/standards, sanitation, cleanliness and hygiene, failing which the Licence Agreement shall be terminated/cancelled.
- 12.4** The Licensee shall comply with the Terms and Conditions as laid down in the Agreement or specified from time to time by Licensor. On any violation/ non-compliance of terms & conditions of the agreement and/ or bid document, the Licensor will be free to terminate / cancel the licence agreement and in such a situation no refund towards licence fee, security deposit and other deposits towards services will be permissible. The decision of the Licensor in this regard will be final and binding.
- 12.5** The Licensee shall not cause damage to any structure, installation, fixture, device, etc. in Pragati Maidan and in the event of any damage being caused to the same intentionally or otherwise, by the Licensee or his employees or invitees or customers, the Licensee shall make good 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 to reimburse cost thereof forthwith or on demand by Licensor.
- 12.6** The Licensor is at liberty to forfeit the Security Deposit/ to adjust/offset the dues payable to Licensor by the Licensee after due Notice to the Licensee by the Licensor.

13. GENERAL

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

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

- 13.2** The Licensor shall have the right to grant rights and privileges to any other parties similar to the ones enjoyed by the Licensee within the Pragati Maidan without any restriction whatsoever.

- 13.3** The Licensee shall be solely liable towards any complaints, or any action taken by any person against quality of food and beverage served, or other services rendered by the Licensee, or behavior of its employees, staff and supervisors at the Licensed Premises.
- 13.4** The Licensor does not recognize any association of the Licensees and in case any clarification of the Terms and Conditions of the License or modification thereof, such clarification should be sought by the Licensee alone and no collective representation will be entertained.
- 13.5** The Licensee shall maintain a complaint book/visitor book / suggestion box at a prominent place 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.
- 13.6** 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 is unable to function or its business is affected, the Licensor shall not be liable for any loss which the Licensee may suffer. In such an event, the Licensee shall not be entitled to any reduction in the Licence Fees or any other compensation, whatsoever in nature.
- 13.7** The Licensee shall engage only such persons who will have good character/behavior and are skilful in their business. The Licensee shall furnish the Licensor in writing the names, parentage, age, residential address, specimen signature, biometric data, photographs etc. & all such particulars of all employees whom he/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 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.
- 13.8** In the event of the Licensee 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 and in such an event the Licensee shall not be entitled to any reduction in the Licence Fees etc.
- 13.9** Gambling, disco, dancing, karaoke, jam session, cabaret and other similar activities different from service of food & beverages are strictly prohibited in the licensed premises. Any violation of this clause will result in summary cancellation / revocation of license.

- 13.10** 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 licence term shall be considered by Licensor in this case.
- 13.11** Use of plastic bags etc. in Pragati Maidan is prohibited as per direction of Govt. of NCT Delhi.
- 13.12** The possession / premises shall be allotted on “AS IS WHERE IS BASIS”.
- 13.13** Emergency lights in working condition must be available in all individual eating area in the outlet.
- 13.14** The Licensee 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 at the location and make good all damage caused by their removal. For Horse-shoe outlets opposite Halls 2-5, brandings will only be permitted at the following areas: on the front ceiling projection (towards respective Hall); on the external and internal side of the glass panels/doors of the outlets; on the internal side of the masonry walls of the outlets.
- 13.15** The licensee 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.

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 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 to ensure that the insurance policy remain effective without any break during the period of Licence.
- (ii) The Licensee shall also obtain suitable comprehensive insurance policy including but not limited to personal liability insurance, fire insurance, natural calamities insurance for its employees / visitors / customers and keep it alive during the term of Licence.
- (iii) ITPO will not be liable to pay for any loss/damage/claim arising out of the 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 licence period or otherwise at the time of handing over the possession to the Licensor or at the time of taking over possession by the Licensor due to cancellation of license or deemed vacation.

16. INTERIORS, FURNISHING AND FAIR BUSINESS PRACTICES:

16.1 INTERIORS AND FURNISHING:

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

16.2 FAIR BUSINESS PRACTICES:

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

17. INDEMNITY

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

dispute whatsoever, at any time during the subsistence of the Licence and subsequent thereto relating to the period of Licence. The licensee shall comply with EPFO, ESI and other laws and shall keep ITPO indemnified against such claim by the Statutory Authority.

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

18. TERMINATION / REVOCATION OF LICENCE

- 18.1** In case of default of any of the terms stipulated herein or breach of any of the Terms and Conditions of the License Agreement or if any legislation prohibiting or restricting such terms is imposed or impending, the Licensor shall be entitled to revoke / cancel / terminate the License granted under this Agreement with immediate effect, without any prior notice to the Licensee. In such an event, the Licensee will not be entitled to any refund of license fee and the Security Deposits. The Licensee undertakes to vacate the Licensed Premises immediately or as directed by the Licensor.
- 18.2** Any act of the Licensee which results in violation of Agreement or any of the Terms and Conditions contained therein or instructions of the Licensor, shall give Licensor the right to forfeit the entire amount of the security deposit in addition to the right to terminate the Agreement without any notice including making good the expenditure / cost, if any, incurred by the Licensor in this regard.
- 18.3** Upon the expiry 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. The Security Deposit shall be refunded by the Licensor to the Licensee 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.
- 18.4** The Licensee may also, without assigning any reason, surrender the License and terminate this Agreement after giving a prior written notice to the Licensor, but in such an event the Licensor shall not refund the paid License Fee, conservancy charges and the Security Deposit or any part thereof.
- 18.5** Revocation of License and termination of this Agreement for any reason whatsoever shall not absolve the Licensee from responsibilities, liabilities for damages and/or payments accrued prior to the Termination of this Agreement.

18.6 (a) The 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 licence.

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

18.8 In case of any reason whatsoever the Licensee continues to occupy the Licensed Premises **even after seven days** beyond the expiry of Agreement, the Licensee acknowledge unequivocal right to Licensor to impose penalty @ 5 (five) times of the licence fee (to be calculated on pro rata basis of license fee quoted for the duration of licence) 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 licence fee (to be calculated on pro rata basis of license fee quoted for the duration of licence) 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 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 **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 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.

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

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

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

- (a) For any failure to maintain cleanliness and hygienic conditions in and around **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 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.

19.1	Refund	In case the Licensee vacates the Licensed Premises before the expiry of the Licence Period, the Licensor will not refund any part of the Licence Fee, Security Deposit and the Conservancy Charges to the Licensee.
19.2	Smoking Prohibited	Smoking and sale of cigarette/ bidi, chewing of paan, paan masala, gutaka & other similar items, are not allowed. Sale & consumption of any form of intoxicant substances banned under law is strictly prohibited.
19.3	Exit Permit	On expiry/cancellation/termination of licence, Exit Permit/ Gate Pass will be issued on receipt of all the dues by ITPO. Gate passes will be issued by the Licensor for taking out legitimate material out of Pragati Maidan by the Licensee.
19.4	Storage	No storage is allowed in the are other than Licensed Premises.
19.5	Stamp Duty and other Charges	The Licensee 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.
19.6	Jurisdiction	This Agreement is subject to the exclusive jurisdiction of Courts of Law in Delhi and states under adjudication of High Court of Delhi.
19.7	Interpretation	The decision of CMD, ITPO, the Licensor or his nominee shall be final and binding on the operators about the Rules & Regulations relating to the use of the Licensed Premises including disputes/ differences of opinion, if any.

20. **COVENANTS, UNDERTAKINGS AND WARRANTIES**

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

- (i) No interest of any kind whatsoever whether by way of tenancy, lease, sub-lease or otherwise is being created in favour of the Licensee in the said 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 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 shall have no interest in the licensed Premises in any manner whatsoever after expiry or termination / cancellation of licence agreement.
- (iv) Licensee 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 shall not play any loud and / or annoying music, nor cause or be the cause of loud and / or noisy conduct nor indulge in anything whatsoever which may constitute a source of nuisance or annoyance to the Licensor, visitors, guests or other Licensees.
- (vi) Use of loudspeakers or playing music, making announcement and other promotional means for attracting visitors etc. is strictly prohibited.

- (vii) Copyright 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 licence(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 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 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 have encroached upon and/or raised unauthorized construction/ temporarily authorized for any purpose in any area not licensed to licensee, damages as per sub clause 12.2 of clause “12. DAMAGES AND PENALTY” shall be chargeable to the licensee. The licensee 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 has to be made within 15 days of the date of invoice failing which penal interest @ 9% p.a. shall be chargeable from the 16th day of the date of the invoice. If the dues still remain unpaid, ITPO after one month from the date of the invoice, shall initiate proceeding towards disconnection of water, electricity, PNG and other facilities to which the Licensee 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 for such period as deemed fit by the Licensor on future participation in Tenders/ RFPs floated by the Licensor.

21. ELECTRICITY & WATER CHARGES:

- (i) The Licensee shall indicate in advance the details of the electrical appliances installed and their voltage/ KW along with their total load demand.
- (ii) The Licensee 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 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 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 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 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. If licensor or its representatives during the course of inspection finds anomaly including tampering, extra load connection (beyond approved load), the licensee 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 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 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. The licensee 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 accordingly.
- (viii) No part of the paid license fee, Security Deposit amount and conservancy charges is refundable in the event of termination/revocation of the License by the Licensor / Licensee.
- (ix) The Licensee 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 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.
- (x) The Licensee 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 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.

22. DISPUTE RESOLUTION MECHANISM AND GOVERNING LAW

The premises which is handed over to the licensee to carry out the obligations under the license agreement is a public premises as defined under the provisions of Public Premises (Eviction of Unauthorised Occupants) Act, 1971. Thus the provisions of the said Act shall be applicable and can be invoked by the Licensors in respect of the Licensed Space.

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

- a) The Licensee 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: -
 - i) The Licensee 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.
 - ii) The matter will be referred for negotiation between Competent Authority of the Licensee 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.
- b) 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. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- c) The “Arbitration Notice” shall accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- d) The arbitrators shall hold their sittings at New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the License Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- e) The Licensee 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 as mentioned under the Agreement, notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

f) The contract shall be governed by and interpreted in accordance with Indian law.

AFFIDAVIT

I, _____, son/daughter/wife of _____ resident of _____
_____ Director / Partner / Proprietor of M/s. _____
_____ having its registered office at _____
_____ do hereby solemnly declare
and affirm as under:-

1. That I/firm/company have/has the requisite licenses and approvals including license to operate food and beverage outlets.
2. That there has been no case / litigation whatsoever against me / firm / company or any other legal entity in which I/we have controlling share under Prevention of Food Adulteration Act, 1954 or any other law which restricts me / firm / company from operating food and beverage outlets and/ or to enter into the License Agreement.
3. That no penalty on account of failure of food samples/ unhygienic condition of F&B outlet(s) has been levied on me / firm/ company or any other legal entity in which I/we have controlling share by any of local / Government Authority.
4. That I/we/firm/company shall conform to the Food Safety and Standard Acts, Regulations, Bye-laws enacted thereunder and specifically to the guidelines on hygiene and sanitary practices provided under requisite schedule of Notification dated 1st Aug. 2011 of Ministry of Health and Family Welfare- Food Safety and Standards (Licensing and Registration of Food Business) Regulations 2011 and obtain requisite registration/licence/ 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.
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 **a period of Five days i.e. from 26.04.2021 to 30.04.2021** as per the Bid Notice/Bid Documents and the period of licence is non-negotiable and will not be extended under any circumstance on ground of any dispute and 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 3.1.3 (i) 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 _____, 2022 that the contents of the above Affidavit are true and correct to my /our knowledge and no part is false and incorrect.

DEPONENT

CHARGES APPLICABLE FOR VARIOUS SERVICES / UTILITIES

S. No.	Services / Utilities	Tariff(s)
1.	Electricity Charges	<p><u>I. FOR OLD EXISTING HALLS' F&B OUTLETS</u></p> <p>1. Permanent Allottees (Metered Consumers) a. Electricity Consumption Charges: Rs.22.00 per KWH (unit) subject to a minimum of Rs.378.00 per KW per month of their connected load. b. Electricity Service Connection Charge (One time): Rs.262.00 per KW.</p> <p>2. (Non-metered consumers): 12 HRS, per day a. Electricity Consumption Charges: Rs.264.00 KW per day. b. Electricity Service Connection Charge (One time): Rs.262.00 per KW.</p> <p>3. Fairs organized by ITPO and other Agencies where stand lighting and power loads are demanded a. Stand lighting: Rs.35.00 per sq.mtr. per day (subject to maximum of 1KW load per 9 sq.mtr. of stall area) b. Power Load (Flat rate basis for all exhibition 12 hrs/day): Rs.352.00 per KW per day.</p> <p>4. AC charges for Air conditioning Halls: Rs.100.00 per sq.mtr. per day (subject to maximum of 10 hrs/day)</p> <p>5. Blower operation charges: Rs.7.00 per sq.mtr. per day (subject to maximum of 10 hrs/day)</p> <p>6. Compressed air charges: Rs.10530.00 per connection per day.</p> <p><u>II. NEW HALLS AND SURROUNDING AREA</u></p> <p>1. Permanent Allottees (metered Consumers) a. Electricity Consumption Charges: Rs.25.00 per KWH (unit) subject to a minimum of Rs.430.00 per KW per month of their connected load. b. Electricity Service Connection Charge (One time): Rs.298.00 per KW.</p> <p>2. (Non-metered consumers): 12 Hours per day Rs.300.00 per KW per day consumption charges+ Rs.298.00</p>

		<p>per KW (one time) Service Connection charges</p> <p>3. Fairs organized by ITPO and other Agencies where stand lighting and power loads are demanded</p> <p>a. Stand lighting: Rs.40.00 per sq.mtr. per day (subject to maximum of 1KW load per 12 sq.mtr. of stall area)</p> <p>b. Power Load (Flat rate basis for all exhibition 12 hrs/day): Rs.300.00 per KW per day Consumption Charges + Rs.298.00 per KW (one time) Service Connection charges</p> <p>4. AC charges for Air conditioning Halls: Rs.114.00 per sq.mtr. per day (subject to maximum of 10 hrs/day)</p> <p>5. Blower operation charges: Rs.8.00 per sq.mtr. per day (subject to maximum of 10 hrs/day)</p> <p>6. Compressed air charges: Rs.11,965.00 per connection per day.</p>
2.	Water Charges	<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.	Conservancy Charges:	@10% of the fixed license fee + applicable GST
4.	Piped Natural Gas (PNG) - wherever available.	<p>Rs.62/- per cubic meter (approx)</p> <p>As per actual consumption</p>

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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MINIMUM RESERVED LICENSE FEE

Name of the Contract	Term of Contract	Location-wise Area	Minimum Reserved License Fee (Excluding GST)
Allotment of F&B Outlets during AAHAR 2022	5 Days (26.04.2021 to 30.04.2021)	<ul style="list-style-type: none"> Four units in front of Hall 2-5, with each unit having two outlets of 126 sqm each & 100 sqm of common seating area. Total area of one unit (126+126+100) is 352 sqm. Total area of all 4 units (4 x 352 sqm) is 1408 sqm Kiosk 11A and 11B&C (behind Hall-11): 28 sqm (with 144 sqm common open seating space) and 42 sqm (with 230 sqm common open seating space) Kiosk-12 (behind Hall-12): 201.5 plot area 20 Platforms of 5x5 ft. for each vending point 	Rs.10,00,000/-

Note:

1. 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. 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.
2. Addl. Area, if available at any of the locations within Pragati Maidan may be allotted to the licensee on license fee derived on pro-rata basis of the total license fee at which the contract is awarded to the licensee. Allotment of any addl. location will at the sole discretion of ITPO and the licensee shall be required to pay utility charges (electricity, water, PNG etc.) and conservancy charges as per applicable rates and proportionate area allotted additionally.

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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 Enrollment**” 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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