

INDIA TRADE PROMOTION ORGANISATION
PRAGATI BHAWAN, PRAGATI MAIDAN, NEW DELHI



REQUEST FOR PROPOSAL

To undertake designing, construction, development, operation and maintenance of F&B facilities as provided in RFP and that may be approved and/or notified, in writing, by the Authority from time to time during the Concession Period at Pragati Maidan, New Delhi.

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DISCLAIMER

- I. The information contained in this Request for Proposal (“**RFP**”) is being provided for the limited purposes of enabling the Interested Parties/Bidders (defined hereinafter) to whom this document is issued to submit Proposal (defined hereinafter) and for no other purpose. In no circumstances shall Indian Trade Promotion Organisation (“ITPO”), or its Chairman and Managing Director (CMD), Executive Directors (ED), consultants, contractors, officers and/or employees incur any liability arising out of or in respect of the issue of this RFP, the contents hereof or the Bid Process (defined hereinafter).
- II. This RFP is being made available by ITPO to the Interested Parties on the terms set out in this RFP. The possession or use of this RFP in any manner contrary to any Applicable Laws or for any purpose other than as specified in this RFP is expressly prohibited. Interested Parties shall inform themselves of, and shall observe any and all Applicable Laws. This RFP is issued upon an express understanding and agreement that the Interested Parties shall use it only for the purpose of preparing and submitting their Proposal and for no other purpose.
- III. This RFP does not purport to contain all the information that the Interested Parties, their directors, consultants, contractors, officers, employees, agents and/or advisors would desire or require in reaching a decision as to the submission of the Proposal. This RFP is a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty, expressed or implied, is or will be made in relation to such information and no liability is or will be accepted by ITPO, or its CMD, ED, consultants, contractors, officers and/or employees in relation to the accuracy, adequacy or completeness of such information or statements made, nor shall it be assumed that such information or statements shall remain unchanged.
- IV. The information in this RFP does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed a legal, financial or tax advice. ITPO shall not be liable for any cost, expense, incurred by the Interested Parties in connection with the preparation of the Proposal. ITPO reserves the right to update, amend or supplement this RFP and/or any information contained herein at any time by notice, in writing, to the Interested Parties.
- V. Neither the information in this RFP nor any other written or verbal information, in relation to the process set out in the RFP for the award of License (defined hereinafter), is intended to form the basis of or the invitation/inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the award of the License and should not be relied on as such.
- VI. Nothing in this RFP is, nor shall be relied upon as, a promise or representation as to ITPO’s ultimate decision in relation to the award of the License or otherwise. The Interested Parties/Bidders shall not, therefore, have the opportunity to revise their Proposal following submission, except as provided in this RFP. However, ITPO reserves the right to change the basis of or the procedures (including the Bid Process Schedule) relating to the selection process, reject any, or all, of the Proposal, not to invite Bidders to proceed further, not to furnish the Bidders with any additional information nor otherwise to negotiate with the Bidders in respect of the License.
- VII. The data, projections and other details contained in this RFP, including but not limited to those contained in Schedules hereto, are based on studies carried out by or on behalf of ITPO, the ongoing development activities at Pragati Maidan and other factors, which may vary and/or may not remain valid. Nothing contained in this RFP shall be considered

as an assurance, representation or guarantee of any amount of business or prospect of business. The Interested Parties/Bidders are advised to undertake independent studies and exercise due diligence before relying on the data, projections and other details contained in this RFP or as may be provided by ITPO during the Bid Process and before submitting their respective Proposal in response to this RFP.

- VIII. No person other than officials authorized by ITPO to give any information or to make any representation not contained in this RFP and, if given or made, any such information or representation shall not be relied upon unless as having been so authorized.
- IX. Nothing contained in this RFP is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or contractual arrangements contained in any part of this RFP are only indicative and cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future), and are in all respects qualified in their entirety by reference to them.
- X. Before submitting the Proposal pursuant to this RFP, the Interested Parties shall conduct a careful examination and an independent evaluation of the Location(s) (defined hereinafter) at its own costs to determine the nature and extent of the difficulties, costs, risks and hazards that are likely to arise or may be faced by it at the Location in order to implement the License. In this regard, the Interested Parties are requested to study and exercise due diligence on their part, before submitting their Proposal.
- XI. This RFP outlines ITPO's expectations in relation to the Proposal to be submitted by the Bidder. No legal or other obligation shall arise in ITPO's name unless and until the License Agreement identified by ITPO has been formally and validly executed and any conditions to the effectiveness of such License Agreement (defined hereinafter) have been fulfilled.
- XII. Each Interested Party must rely on the terms and conditions contained in any contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such contract. Any reference to this RFP in any such contract or any correspondence between ITPO and the Interested Party shall not be construed as this RFP forming part of such contract.
- XIII. The information forecasted by ITPO to the Interested Parties herein in relation to the IECC Complex (defined hereinafter) including projected number of events and footfalls etc is indicative and has been provided for reference only and ITPO does not affirm or confirm for the accuracy or correctness of such data. It is the responsibility of the Interested Parties to verify such information / data.
- XIV. Each Interested Party's acceptance of delivery of this RFP constitutes its agreement to, and acceptance of, the terms set forth in this RFP. By acceptance of this RFP, the recipient agrees that this RFP and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.
- XV. ITPO may conduct the Bid Process as set out hereunder either by itself, or through or with the assistance of one or more advisors and agencies. The Interested Parties consent to ITPO sharing the Proposal and all other information as may be provided by the Interested Party during the Bid Process and thereafter, with such advisors and agents. It is clarified that evaluation and selection of the Selected Bidder shall be made by ITPO at its sole discretion, and that ITPO shall not be bound by any opinions or observations of its advisors or agents.

- XVI. No extension of time shall be granted under any circumstances to any particular Bidder for submission of its Proposal including, but not limited to, on the grounds that the Bidder did not obtain a complete set of the RFP, or on any other ground(s), except as provided in this RFP.
- XVII. Only the courts at New Delhi, India shall have exclusive jurisdiction to entertain, hold trial, and adjudicate upon any dispute in relation to the RFP, Bid Process or any other aspect in relation thereto.
- XVIII. This RFP and all the entities participating in the Bid Process shall be governed by the laws of India, without having regard to the principles of conflict of laws.
- XIX. The Applicant shall be wholly responsible for any statements/documents/ records, etc. submitted pursuant to this RFP and ensure accuracy thereof. ITPO or its employees shall accept no responsibility or liability for any deficiency that may be made by the bidder. Any false declaration made by the Applicant shall invite action as may be decided by ITPO including termination, debar, forfeiture of Bid Security and/or Security Deposit. The Applicant shall also indemnify ITPO and its employees from actions arising out of this RFP.

Capitalized terms used but not defined in this Disclaimer shall have the meaning ascribed to them in this RFP.

SECTION I: INSTRUCTIONS TO BIDDER

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.

1. INTRODUCTION AND BACKGROUND

- 1.1 India Trade Promotion Organisation (ITPO), the premier trade promotion agency of the Government of India, under the Ministry of Commerce and Industry, is committed to showcase excellence achieved by the country in diverse fields, especially, trade and commerce. ITPO is re-developing its landmark exhibition ground Pragati Maidan into a modern, state-of-the-art iconic International Exhibition-cum-Convention Centre (“IECC”) in two phases, bringing it on par with best exhibition and convention centers across the world. IECC has a vision of offering a wide range of quality cuisines, fresh, sustainable and inspired meals which are served in hygienic and comfortable ambience to enhance the overall exhibition/convention experience and for that purpose ITPO intends to award the License to the Selected Bidder, based on the evaluation of Proposals received in response to this RFP.
- 1.2 It is clarified that it is a worldwide practice to have F&B outlets within the exhibition complex so that the visitors do not have to leave the exhibition ground for this purpose. With this objective of providing quality F&B facilities at subsidized rate to the trade fair visitors, the Licensor intend to allot F&B outlets on long term basis through this bid to the experienced and interested F&B operators to undertake designing, construction, development, operation and maintenance of F&B facilities as provided in RFP and that may be approved and/or notified, in writing, by the Authority from time to time during the Concession Period at Pragati Maidan, New Delhi..
- 1.3 This RFP is being issued for the determination of Selected Bidder as specified in Clause 4.2 [*Bid Process Details*] of this RFP, for the award of the rights and obligations denoted by the License in accordance with the terms and conditions contained in the License Agreement respectively, and this RFP. During the term of the License, **the Licensee shall be responsible to undertake designing, construction, development, operation and maintenance of F&B facilities at Pragati Maidan, New Delhi comprising of Exhibition Complex (Halls 1, 2 and 5 existing Hall 7, Hall 8 to 11 and Hall 12-12A), horse shoe shape food outlets and Drivers’ lounges in the basement {collectively referred to as the “Location(s)”} in accordance with the terms of the License Agreement. The layouts along with the area of various F&B facilities are at Appendix-1.**
- 1.4 The details of the Locations specified in Clause 1.3 above are subject to change and review based on ITPO’s review strategy and the ground situation of the pace of development of the aforesaid Locations. The ITPO reserves the right of including or excluding the F&B locations as per the requirements. The License Fees shall be decided on pro-rata basis accordingly.

It is clarified that the Licensee shall also be responsible for maintaining and up-keep (cleaning and replacing consumables) of the common areas which are not directly occupied by or be in possession of the Licensee, however the same are essential for the operation, management and maintenance of the F&B Facilities at the Locations. These common/utility areas, shall without limitation include back-of-the-house (BOH) facilities, staff toilets, staff cafeteria, staff changing rooms, stores service corridors, loading areas and the like (“**Support Areas**”).

The indicative details of the Location(s) and the Support Areas is specified as under:

Exhibition Halls	Area (Indicative)	
Mezzanine-level outlets (incl. kitchen, counter/serving and food court seating areas)	<ul style="list-style-type: none"> Hall-1 = 854 sqm. Hall-2 = 568 sqm Hall-5 = 858 sqm Service Corridors (to be maintained by Concessionaire) 	
Basement Level	<ul style="list-style-type: none"> Back-of-the-House for Hall-2 mezz. F&B = 434.7 sqm Back-of-the-House for Hall-5 mezz. F&B = 859.4 sqm 	
Other Areas		
Trapezium (horse-shoe shape)	<ul style="list-style-type: none"> Kiosks 2A & 2B (each measuring 126 sqm), 57 sqm common seating space opposite Hall-2) Kiosks 3A & 3B (each measuring 126 sqm), 57 sqm common seating space opposite Hall-3 Kiosks 4A & 4B (each measuring 126 sqm), 57 sqm common seating space opposite Hall-4 Kiosks 5A & 5B (each measuring 126 sqm) , 57 sqm common seating space opposite Hall-5 3 nos. F&B kiosk – Total Area: 871 sqm area (531 sqm + 170 sqm + 170 sqm) with 2 nos. 57 sqm common seating space opposite Hall-6 	
Service Block-1 (Behind Hall-5)	<ul style="list-style-type: none"> Staff Cafeteria = 10.59 sqm 	
Drivers' Lounges and Pantry (Basement Part-1 below Hall 2-5)	<ul style="list-style-type: none"> Pantry-1 = 8.6 sqm 	
	<ul style="list-style-type: none"> Pantry-2 = 9.7 sqm 	<ul style="list-style-type: none"> Driver's Lounge-7 = 86 pax
	<ul style="list-style-type: none"> Pantry-3 = 8.1 sqm 	<ul style="list-style-type: none"> Driver's Lounge-5 = 108 pax Driver's Lounge-6 = 76 pax
	<ul style="list-style-type: none"> Pantry-4 = 10.9 sqm Pantry-5 = 9.0 sqm 	<ul style="list-style-type: none"> Driver's Lounge-1 = 40 pax Driver's Lounge-2 = 65 pax Driver's Lounge-3 = 66 pax Driver's Lounge-4 = 68 pax
	<ul style="list-style-type: none"> Pantry-6 = 10.4 sqm 	<ul style="list-style-type: none"> Driver's Lounge-8 = 60 pax Driver's Lounge-9 = 60 pax
Drivers' Lounges and Pantry (Basement Part-2 below Non-Tower Area)	<ul style="list-style-type: none"> Pantry-1 = 8.3 sqm 	<ul style="list-style-type: none"> Driver's Lounge-4 = 26 pax Driver's Lounge-5 = 20 pax Driver's Lounge-6 = 26 pax
	<ul style="list-style-type: none"> Pantry-2 = 12.4 sqm 	<ul style="list-style-type: none"> Driver's Lounge-7 = 36 pax Driver's Lounge-8 = 31 pax Driver's Lounge-9 = 36 pax Driver's Lounge-10 = 36 pax Driver's Lounge-11 = 26 pax
	<ul style="list-style-type: none"> Pantry-3 = 3.7 sqm 	<ul style="list-style-type: none"> 4 nos. Lounges
	<ul style="list-style-type: none"> Pantry-4 = 6.4 sqm 	<ul style="list-style-type: none"> Security Lounge-1 = 32 pax Security Lounge-2 = 32 pax Restroom-2 = 18 pax
	<ul style="list-style-type: none"> Pantry-5 = 8.2 sqm 	<ul style="list-style-type: none"> Security Lounge-1 Driver's Lounge-1 = 65 pax
	<ul style="list-style-type: none"> Pantry-6 = 15.6 sqm 	<ul style="list-style-type: none"> Driver's Lounge-2 = 76 pax Driver's Lounge-3 = 56 pax
	<ul style="list-style-type: none"> Pantry-7 = 8.8 sqm 	<ul style="list-style-type: none"> 2 nos. Lounges Security Lounge-5 = 30 pax Restroom (F)-4 = 18 pax
	<ul style="list-style-type: none"> Pantry-8 = 52.2 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) Kiosk-12 (behind Hall-12): 201.5 plot area 	

*BOH = Back of the House

**Pax (Indicative)

2. DEFINITIONS

In this RFP, the following expressions shall have the meaning stated herein:

“**Addendum**” means any written amendment to this RFP, from time to time issued by ITPO to the Interested Parties/Bidders.

“**Affiliate**” shall mean, with respect to any person, any other person directly or indirectly Controlling, Controlled by or under common Control with such first person.

“**Applicable Laws**” means all applicable laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India or such other territorial jurisdiction outside India, by any authority, including any Governmental Authority, including any revisions, amendments or re-enactments including without limitation statutes, rules, regulations, bye-laws, policies made thereunder, judgments, decrees, injunctions, writs, orders issued by any court of record or other requirement or official directive of any Governmental Authority or any person acting under the authority of any Governmental Authority or any statutory authority, including any notification issued by the Reserve Bank of India or by any Governmental/Statutory Authority, as may be in force and effect during the subsistence of the License Agreement.

“**Approvals**” means all authorizations, consents, approvals, including any statutory approvals, notifications and permissions and any license, permit, ruling, exemption or other authorization of whatsoever nature which is required to be obtained under Applicable Laws for or in respect of this RFP and the License Agreement, and all other approvals as may be required to execute, give effect to, and perform its obligations under the License Agreement including but not limited to the approvals and consents required from ITPO or any other authority pursuant to this Agreement, including any third party approvals as may be required by the Licensee (as hereinafter defined).

“**Bid Close Date**” shall refer to the details as per Clause 4.1 [*Bid Process Schedule*].

“**Bidder**” means an Interested Party submitting a Proposal pursuant to this RFP.

“**Bidder's Authorization**” shall mean the authorizations as per Form C in Section II of this RFP.

“**Bid Process**” shall mean the process as detailed in Clause 4.2 [*Bid Process*] of this RFP.

“**Bid Process Schedule**” shall have the meaning ascribed to the term in Clause 4.1 [*Bid Process Schedule*].

“**Bid Security**” shall refer to the details as per Clause 4.2[*Bid Process Details*].

“**Bid Security Submission Form**” shall mean Part A of Form D in Section II of this RFP.

“**Charges**” shall mean as detailed in Data Sheet of the License Agreement, which shall be payable by the Licensee to ITPO/authorized representative of ITPO.

“**Conditions of Award**” shall mean the conditions as specified in Clause 9 [*Conditions of Award of License*] to be fulfilled by the Selected Bidder for the award of the License.

“**Consortium**” shall mean a group of entities/individuals not exceeding three, with at least one company incorporated under the Indian Companies Act, coming together to submit a Proposal in accordance with this RFP. “**Lead Member**” in respect of a Bidder where the Bidder is a Consortium, shall mean such company, which is named and identified as such in the Proposal and fulfils the Eligibility Criteria.

“**Consumer**” shall mean all such persons to whom the F&B Outlets will cater to including all type of visitors to Pragati Maidan.

“**Control**” with respect to any person, shall mean

- (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by agreement or otherwise; or
- (b) the power, direct or indirect, to elect or appoint majority of directors of such person; or
- (c) the possession, directly or indirectly, of voting rights or interest of more than 50% in such person;

and "Controlling" and "Controlled by" shall be construed accordingly

“**Corporate Guarantee**” shall have the meaning as ascribed to it in the License Agreement to be submitted, by the Selected Bidder /all members of the Consortium (Lead Member as well as the other members), in the format as provided in Definitive Format-3 in Section III of the RFP. The Corporate Guarantee submitted by all the consortium members shall replicate shareholding pattern in the same proportion, roles & responsibilities, obligations as pre-defined in the Memorandum of Understanding (MoU) entered into by the Consortium members for the purpose of making the bid.”.

“**Day**” or “**day**” means a calendar day of 24 (Twenty Four) hours measured from midnight to the next midnight as per Indian Standard Time.

“**Effective Date**” shall mean 150 (One Hundred Fifty) days or such other number of days as may be notified by ITPO from the date of Letter of Intent to Award to the Selected Bidder which includes fulfillment of all the conditions specified in the Letter of Intent to Award, execution of License Agreement, submission of drawings and the Development Period.

“**Eligibility Criteria**” shall have the meaning as ascribed to it under Schedule-I [*Eligibility Criteria*] of this RFP.

“**End Date**” shall be as mentioned in the License Agreement.

“**Evaluation Criteria**” shall refer to the details as per Clause 4.2.6 [*Bid Process Details*] of the RFP.

“Food & Beverage” or “F&B” shall mean any substance, whether processed or partially processed, which is intended for human consumption and includes packaged drinking water, non-alcoholic beverages but does not include any animal feed, live animals unless they are prepared or processed for placing on the market for human consumption, plants prior to harvesting, drugs and medicinal products, cosmetics, narcotic or psychotropic substances.

“Food & Beverage Business” shall mean any commercial undertaking, registered under the Applicable Laws, carrying out the activity of sale of F&B Items to Consumer and may also include preparation of items at the specified places.

“F&B Items” shall mean good quality, edible/ potable hot and cold beverages, vegetarian and non-vegetarian food items including snacks, fast foods, desserts, packaged food and beverages, etc. of international/national/local food cuisines for sale at the F&B Outlets and such other items as may be approved by ITPO from time to time.

“Financial Proposal” shall mean the binding and final proposal, which shall be submitted by each Bidder as part of the Proposal in the BOQ format.

“Development Period” means the period in respect of each Location(s), commencing on the date of handing/taking over of the Location(s) **as per the timeline specified in Clause 1.4 of Introduction and Background** and expiring on the One Hundred and Twenty (120th) day, unless extended by ITPO at its sole discretion.

“GoI” means the Government of India and any agency, authority (including regulatory authority), department, inspectorate, ministry or statutory person (whether autonomous or not) under the control and direction of the Government of India.

“GoNCT” means the Government of National Capital Territory and any agency, authority (including regulatory authority), department, inspectorate or statutory person (whether autonomous or not) under the control and direction of GoNCT including but not limited to Municipal Corporation of Delhi, BSES, Transport Department of Govt. of NCT of Delhi.

“Good Industry Practice” means the exercise of the highest degree of skill and diligence, efficiency, reliability, prudence and those practices, methods, specifications and standards of equipment, safety, services and performance as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced operator engaged in providing similar type of facility, the type, nature and scope similar to that provided under the License Agreement.

“Governmental Authority” means any government authority, statutory authority, government department, ministry, secretariat, agency, commission, board, tribunal or court or other law making body/entity having or purporting to have jurisdiction on the parties to the License Agreement, including the GoI or GoNCT or any other regulatory authority appointed by the GoI or GoNCT having jurisdiction in relation to the subject matter of the License Agreement under Applicable Laws, Ministry of Commerce and ITPO.

“GOR” shall mean Gross Operating Revenue.

“Highest Bidder” shall mean the Bidder quoting highest rates in BoQ.

“**IECC**” means International Exhibition-cum-Convention Centre.

“**IECC Visitors**” shall mean the visitors, persons using or involved in activities at, or in connection with or in relation to the Exhibition Complex to whom the facilities of Outlet(s) shall be provided by the Licensee in accordance with the terms of the License Agreement.

“**IITF**” shall mean ‘India International Trade Fair’.

“**Interested Party**” shall mean an entity incorporated submitting the Proposal.

“**ITPO**” means India Trade Promotion Organisation.

“**Letter of Intent to Award**” means the written notice issued by ITPO to the Selected Bidder intimating the acceptance of Selected Bidder’s Proposal for the award of License.

“**Letter of Undertaking**” means letter of undertaking in the form as set out in Form – E and Form – F in Section II of the RFP.

“**License Agreement**” or “**Agreement**” shall mean the agreement to be entered into by the Selected Bidder / Licensee with ITPO, as per the format/draft set out in Definitive Format-1 in Section III of the RFP, subject to compliance of conditions as set out in this RFP and the Letter of Intent to Award.

“**License**” means the rights granted to the Licensee pursuant to the execution of the License Agreement to undertake designing, construction, development, operation and maintenance of F&B facilities as provided in RFP and that may be approved and/or notified, in writing, by the Authority from time to time during the Concession Period at Pragati Maidan, New Delhi in accordance with the terms and conditions of the License Agreement.

“**Licensee**” shall mean the Special Purpose Vehicle established or to be established by the Selected Bidder to whom the License will be granted pursuant to the execution of the License Agreement with ITPO. It will also include sub-licensees/sublettees.

“**License Fee**” shall mean fixed yearly Assured Minimum Guarantee (AMG) or 25% of the Gross Operating Revenue, whichever is higher.

“**License Term**” means the period commencing from the Effective Date and ending on the End Date, unless terminated earlier in accordance with the terms and conditions of the License Agreement.

“**Licensed Premises**” or “**Location**” or “**Premises**” shall mean specified premises at Exhibition Complex at Pragati Maidan, to be granted to the Licensee under the terms of the License Agreement for the purposes of designing, construction, development, operation and maintenance of F&B facilities as provided in RFP and that may be approved and/or notified, in writing, by the Authority from time to time during the Concession Period at Pragati Maidan, New Delhi as per the terms of the License Agreement.

“**Licensor**” means ITPO or its subsidiary ITPO Services Ltd. (ISL).

“**Month**” means a Gregorian calendar month.

“Net Sales” mean the total sales earned at a F&B Outlet in a Month less applicable taxes payable by the Licensee with respect to the transactions contemplated under the License Agreement. However, any tax applicable with respect to the grant of right to use the Location(s) shall be solely borne by the Licensee and shall not be deducted for the purpose of computation of Net Sales.

“Outlet(s)” or **“F&B Outlet(s)”** shall mean the food and beverages outlet(s) financed, set up, operated, maintained and managed by the Licensee in accordance with the Concept and Category for sale of F&B Items to the Consumers as per the terms of the License Agreement.

“Performance Bank Guarantee” shall mean bank guarantee equivalent to average twelve months Assured Minimum Guarantee (AMG) with any escalation as defined in the tender document in the form of Bank Guarantee favoring ITPO, New Delhi payable at New Delhi with validity of one year beyond the License period to be submitted in the format as provided in Definitive Format-2 in Section III of the RFP.

“Permitted Purpose” shall mean to undertake designing, construction, development, operation and maintenance of F&B facilities as provided in RFP and that may be approved and/or notified, in writing, by the Authority from time to time during the Concession Period at Pragati Maidan, New Delhi. and serve/sale wide range of quality cuisines, fresh, sustainable and inspired meals in hygienic and comfortable ambience to enhance the overall exhibition experience.

“Proposal” shall mean an unconditional, valid, final and binding offer comprising of Financial Proposal, Technical Proposal, Bid Security and other documents as required under this RFP to be part of the proposal submitted by the respective Bidder in response to and on the terms and conditions contained in this RFP.

“Proposal Validity Period” or **“Validity Period”** shall refer to the details as per Clause 4.2 [*Bid Process Details*].

“Qualification Documents” shall refer to the details as per Clause 4.2 [*Bid Process Details*].

“Selected Bidder” shall mean the Bidder selected by ITPO pursuant to the Bid Process.

“Special Purpose Vehicle (SPV)” shall mean a company constituted by the Selected Bidder under the (Indian) Companies Act, 2013 for the purpose of executing the License Agreement with ITPO.

“Step Down Agreements” shall mean the sub-license agreements, the franchisee agreement or other agreements, by whatever name called, to be executed among the Licensee and other third party, with respect to setting up at its own cost, operations, maintenance and management some but not all of the F&B Outlets for ensuring availability of a wide variety of cuisines and F&B brands at the IECC for the Consumers.

“Sub-Licensee” shall mean such persons with whom the Licensee has executed the Step Down Agreements;

“Year” shall mean a period of 12 (twelve) months commencing from the period commencing from the Effective Date.

3. SCOPE OF WORK

3.1 ITPO provides an opportunity to run F&B services at Pragati Maidan, New Delhi for around 80 exhibitions in a year with an average occupancy of 255 days with an average footfall of approx more than 20 Lakh visitors at Pragati Maidan. It is expected that with the redevelopment and expansion of the exhibition complex, the occupancy rate of the halls and the overall footfall at Pragati Maidan is further going to increase. The offer also includes setting up of two fine-dining restaurants with permission to serve alcoholic beverages at networking dinners organized by the exhibitors in B2B events at the mezzanine floors of new exhibitions halls. The concessionaire can enter into the agreement with nationally and internationally known brands for operating 5 horse-shoe shaped outlets outside the new exhibition halls.

3.2 The License Term shall be for a period of **10 (Ten) years from the Effective Date unless earlier terminated/cancelled/revoked, with possible extension of further 5 (Five) years** subject to successful and satisfactory running of the F&B Outlets and at ITPO's sole discretion notwithstanding any dispute between ITPO and the Licensee.

- (i) The bids are invited on the basis of Eligibility Criteria and minimum annual revenue in the form of a base year **Assured Minimum Guarantee (AMG)** to be quoted by the prospective bidders.

The base price for yearly Assured Minimum Guarantee (AMG) is fixed at Rs.5,00,00,000/- (Rupees Five Crore Only) for first contractual year excluding GST. The base price for yearly assured minimum guarantee for next four (04) years shall escalate @7% and for next five (05) years @10% of the preceding financial year's fixed Annual Minimum Guarantee (AMG). Indicative schedule of AMG for the first contractual year and subsequent yearly escalation in the license fee at Rs.5,00,00,000/- as the base price is as follows:

Minimum AMG first year 5.00 Crore	
License Fee (Base Price) Calculation 10 years	
Contractual Year	Minimum License Fee for 10 years
Year 1	Rs.5,00,00,000
Year 2	Rs.5,35,00,000
Year 3	Rs.5,72,45,000
Year 4	Rs.6,12,52,150
Year 5	Rs.6,55,39,801
Year 6	Rs.7,20,93,781
Year 7	Rs.7,93,03,159
Year 8	Rs.8,72,33,474
Year 9	Rs.9,59,56,822
Year 10	Rs.10,55,52,504
Total Minimum License Fee for 10 years	Rs.72,76,76,690

The AMG for the 11th contract year, if the contract is extended, will be 115% of the 10th year AMG or '25% of Gross Operating Revenue' in the 10th contract year, whichever is higher. There will be further increase of 15% on the preceding financial year's fixed Annual Minimum Guarantee (AMG) for each subsequent financial year in last four (04) financial years of the contract.

- (ii) The Bidder quoting the highest base year Assured Minimum Guarantee (AMG) amount in BoQ will be considered for award of assignment on H1 basis.
- (iii) **GOR:** The Operator will pay to the ITPO either the yearly **Assured Minimum Guarantee or 25% of Gross Operating Revenue** (hereinafter referred as 'GOR') for the relevant year, whichever is higher.

The schedule for “**yearly Assured Minimum Guarantee or 25% of Gross Operating Revenue, whichever is higher**” will depend on actual hand-over of the Locations proportionately to the percentage of overall area handed over on actual completion. The schedule for License Fee deposition shall commence from the date of handing over of the particular location plus four months or when Licensee/ its Sub-licensee(s) start services, whichever is earlier. This calculation shall be done based on area of location mentioned in the tender document depending on actual handover of the locations.

For the avoidance of doubt, the License Fee for a part of Month shall be determined in proportion to the number of days considering the month to be always of thirty (30) days. However, any GST and other taxes applicable with respect to the License shall be borne by the Licensee and shall not be deducted from the License Fee.

In respect of the additional space/premises, over and above the area handed over at a subsequent stage, the Licensee can take up this space at pro- rate additional AMG, which shall co-terminate with this License agreement.

The Licensee hereby acknowledges and agrees that it is not entitled to any revision of License fees or other relief from ITPO or any government instrumentality except in accordance with the express provision of this agreement. For avoidance of doubts, the Licensees agrees and acknowledges that variation (increase/decrease) in carpet area of location(s) upto 10% (ten percent) shall not result in revision in License fee.

(iv) **Taxes**

The License Fee paid by the Licensee to ITPO shall be exclusive of Taxes and all Taxes shall be paid over and above the License Fee. The payment of applicable Taxes in respect of the License Fee and any other taxes applicable under the law shall be the obligation of the Licensee and shall be borne by the Licensee at its own risks and costs. The Licensee shall remit the amount of GST in respect of use of the location(s) to ITPO. It is clarified that the Licensee shall pay the taxes except GST in respect of use of locations directly to relevant governmental authorities which shall be over and above the License fees. Direct taxes including withholding tax on respective income shall be borne by the respective parties.

(v) **Payment of License Fee**

- (a) Except as expressly specified otherwise, the quarterly payment of License Fee to made by way of direct transfer into ITPO Account as per the details state below:

Insert detail of Bank account:[..... to be furnished by the ITPO]

The License Fee bills however will be raised by ITPO in accordance with the terms and conditions of the License Agreement by 10th of preceding month. Consequent to raising of an invoice as stipulated above, the License Fee shall be paid by the Licensee to ITPO every quarter, by the 25th (twenty fifth) day of

preceding Month, failing which interest at the rate of 9% per annum shall be charged.

(b) All payments towards License Fee, payable by the Licensee to ITPO, shall be in Indian Rupees and by way of electronic fund transfers through RTGS system.

- (vi) Credit facilities to any person, if allowed by [LICENSEE], shall be at the sole discretion of [LICENSEE] and ITPO shall not be responsible for any bad debts.
 - (vii) The repair, upkeep and maintenance of the LOCATIONS (other than the centralized services), janitorial services, security and valet service, credit card related expenses, and adequate marketing, promotion and business development (including publicity and programme related expenses as may be necessary in connection with optimum utilization of the various LOCATIONS in consonance with the image, philosophy, status and aims of ITPO), are part of the responsibilities of the Operator, all such services to be rendered at Operator's own cost and expense.
 - (viii) The Licensor shall pay Property Tax charges to the concerned authorities in respect of all the licensed premises i.e. "Locations" in accordance with the relevant provisions of the applicable Acts/ rules of MCD including administrative charges, if any.
- 3.3 The Licensee shall be provided with the bare space and nodes of services would be provided upto periphery of the Locations. The arrangement, installation, construction, interior, equipment and the like for making the F&B Outlets operational shall have to be undertaken by the Licensee at its own cost. The Licensee shall take extra care to undertake and responsibly upkeep entire area of the back of the house at its own cost. It is clarified that the Licensee shall also be responsible for maintaining and up-keep (cleaning and replacing consumables) of the common areas which will not be directly occupied by or be in possession of the Licensee, however the same are essential of the operation, management and maintenance of the F&B Facilities at the Locations. These common / utility areas, shall without limitation include back-of-the-house (BOH) facilities, staff toilets, staff cafeteria, staff changing rooms, stores service corridors, loading areas and the like ("**Support Areas**").
- 3.4 The Licensee shall undertake installation of all fire-safety equipments. The Licensee would themselves get the fire-safety clearances, as and when required in respect of the allotted Locations. The Licensee shall maintain clear direct access to all fire prevention and safety equipments such as hose reels, fire alarms etc.
- 3.5 The Licensee shall at all times be in compliance with Applicable Laws, while undertaking and implementing the License Agreement.
- 3.6 The Licensee shall maintain books of accounts recording all its receipts and other revenues derived/collected by it from or on account of the F&B Outlets in IECC complex, income, expenditure, payments, assets and liabilities, in accordance with Good Industry Practice, Applicable Laws and Applicable Permits. The records so maintained by the Licensee shall be subject to audit by statutory auditors appointed by ITPO.
- 3.7 The Licensee may with prior written approval of ITPO will be permitted to sublet or enter into Step Down Agreements for upto 75% of the F&B Outlets and area of the Locations (Exhibition Complex) or part thereof but not exceeding 25% of total F&B

Outlets and area to a single sub-lessee and only to a good mix of reputed international, national and local F&B brands. The Licensee shall ensure the following while entering into any Step down Agreements with any third Party:

- i. The Licensee shall continue to be responsible for all F&B Outlets including license fee [yearly AMG or 25% of the GOR, whichever is higher] in accordance with the License Agreement, irrespective of whether or not the same have been sublet to another third party.
 - ii. The commercial terms on which the Licensee proposes to sublet the F&B Outlets shall be approved by ITPO to ensure that the Licensor's entitlement of License Fee will be as per the terms and schedule defined in the RFP.
 - iii. All the relevant terms of the License Agreement shall appropriately be stepped down in the Step Down Agreements proposed to be executed by the Licensee; and,
 - iv. The Step Down Agreements shall have the relevant step-in provisions in favour of ITPO or its successor entity or subsidiary or SPV, etc. such that ITPO or its successor entity or subsidiary or SPV, etc. at all times is enabled to step into the place of the Licensee for managing the Step Down Agreements in case of any breach or non-compliance of the terms of the License Agreement by the Licensee.
 - v. The payment of the license fee and other dues shall be the liability of licensee only and Licensor shall receive all the payments as per the Agreement from the licensee.
- 3.8 This RFP sets out the requirements that must be satisfied by the Bidder to the satisfaction of ITPO in order to participate in the competitive Bid Process for selection of the Selected Bidder.
- 3.9 ITPO, in its absolute discretion, reserves the right to modify any terms and conditions set out in this RFP/License Agreement, at any time, as deemed necessary by ITPO, including but not limited to canceling/ withdrawing this RFP, to meet its objectives and principles as set out in this RFP.
- 3.10 Subject to and in accordance with the terms contained herein, ITPO invites the Interested Party(ies) to submit their respective Proposal for identification of the Selected Bidder, who shall implement, undertake and execute the License, subject to the terms and conditions laid out in the License Agreement.
- 3.11 The Interested Party(ies) are advised to review this RFP in its entirety for a better understanding of their requirements, responsibilities and liabilities in order to participate in the Bid Process and submit a responsive Proposal upon independent verification of the contents of this RFP and the Location by the Interested Party(ies).
- 3.12 Prior to submission of the Proposal, pursuant to this RFP, the Bidders are hereby advised to conduct a careful examination and an independent evaluation of the Location and to determine the nature and extent of the difficulties, costs, risks and hazards that are likely to arise or may be faced by them at the Location in order to

discharge their obligations under the License. In this regard, the Bidders are requested to study and exercise due diligence on their part, prior to submitting the proposed concepts and plan for the Location, in their Proposal. The Bidders shall be solely responsible for such proposed concepts and plans and ITPO shall have no liability whatsoever in this regard.

- 3.13 The data, projections and other details contained in this RFP are only indicative under the present circumstances, which may vary and/or may not remain valid. Nothing contained in this RFP shall be considered as an assurance, representation or guarantee of any amount of business or prospect of business. The Interested Parties/Bidders are advised to undertake independent studies and exercise due diligence before relying on the said data, projections and other details contained in this RFP or as may be provided by ITPO during the Bid Process, prior to submitting their respective Proposal in response to this RFP.
- 3.14 The branding sites and area in each Food Court for trade promotion/publicity shall be as earmarked by ITPO. The rate of branding sites will be fixed by the Licensor. Any such request will be handled directly by ITPO. The licensee / sub-licensee / sublettee will however be permitted by ITPO to carry out its own brand promotion / publicity at the earmarked branding sites.
- 3.15 The Licensee shall serve comprehensive global/ local cuisines as per the requirements of third-party fair organizers and ITPO maintaining high standard food quality and following fair and reasonable rates/prices.

During India International Trade Fair and other occasions, State Pavilions shall be allowed to prepare and showcase State cuisines. The State Pavilions at their discretion may engage the services of the Licensee or the outside caterer of their choice. The third party fair organizers and ITPO are expected to engage the services of the licensee for their food and beverages requirement. However, ITPO may engage the services of outside food and beverages vendor for its fairs and exhibitions.

ITPO may also allow in special circumstances third party exhibitors to engage outside food and beverages vendors on payment of specific fees for a specific event. The specified fees will be decided by ITPO and the same will be shared on 50:50 ratio between the licensee/ selected bidder and ITPO.

- 3.16 The Licensee shall mandatorily install and maintain automated vending machines dispensing packaged snacks & non-alcoholic beverages at MRP at prominent locations as allowed by ITPO for the visitors. The electricity costs of the same shall be borne by the licensee, as per metering for the vending machine installed. Additional vending machines subject to availability of space and as per requirements may be installed by the licensee with prior approval from ITPO. Any incidence of default in installation of any vending machine beyond the quantity which is approved by ITPO, shall attract a suitable penalty at the discretion of ITPO. Payment towards penalty, if any, imposed and electricity connection and/or consumption charges has to be made within a period of 15 days from the date of invoice. If payment is not received within a period of 15 days, penal interest @ 9% per annum from the 16th day of date of invoice shall be chargeable on the invoice amount, till the date of actual remittance of the penal dues. In case dues still remain unpaid, ITPO after two months

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.

- 3.17 In future, the Licensor may permit to use Licensee's/sub-licensee's kitchen at the Locations for ancillary services. In such case, the Licensee shall be required to pay additional license fee (fixed and variable) which will be in addition to the agreed License Fee. The additional License Fee (fixed and variable) will be finalized mutually by the Committee of Licensor and Licensee.
- 3.18 ITPO allows for operations of two high-end Fine Dining restaurant setups on the mezzanine floors of licensed F&B locations with provision for serving alcoholic beverages only within the Fine Dining restaurants. No alcoholic beverages will be allowed to be sold outside the specified Fine Dining areas except for the specified events permitted by ITPO. All licenses and mandatory permissions from the Local authorities required for serving the alcoholic beverages and other permissions for operating Fine Dining restaurants shall be taken by the licensee/ sub-licensees. The Fine Dining Restaurants should have pre-fixed menus, exceptional professionally well-trained servers/ staff/ chefs/ bar staff/ security staff, world-class ambience, should be observing all traditional and industry standards fine dining etiquette etc. The licensee shall be responsible for providing fine dining experience as per industry standards and all prevailing laws.
- 3.19 Additional space, if any required by the licensee, apart from the ones already licensed under this contract, for the purpose of setting-up temporary buffets, F&B service counters etc. during any trade related events may be taken on paid basis from the licensor on temporary basis. The other utility services' charging procedures, applicable charges and other terms & conditions governing such temporary licensing shall be the same as mentioned for the Locations in this RFP or the rates for such temporary licensing shall be fixed by the Licensor and the licensee shall be obliged to take the additional space at the rates fixed by the licensor for such purpose. Payment for such additional license fee and utility charges has to be made in advance/ within a period of 15 days from the date of invoice, as per demand raised by the licensor. If payment is not received in advance/ within the stipulated period of 15 days, penal interest @ 9% per annum applicable from 16th day of the date of invoice shall be chargeable on the invoice amount, till the date of actual remittance of the penal dues. In case dues still remain unpaid, ITPO in two months 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.
- 3.20 **Currency:** Bidders shall express all amounts mentioned in their proposal in Indian Rupees (INR) only.
- 3.21 **Spiral/ Hard Bound Copies:** Prequalification & Technical Proposal should also be submitted in spiral/hard bound copies, should include the checklist provided, and should be indexed, with all pages serially numbered.
- 3.22 **Proposal Language:** 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 Licensee.

3.23 AMG Depositions/ GOR Division Procedures:

- a) In consideration of the mutual obligations assumed it is agreed that the Gross Operating Revenue as defined in and determined in accordance with the provisions set out in tender document hereto, shall be divided between the Parties on the basis that ITPO's part shall be 25% and licensee's part shall be 75%, in case the 25% of GOR value exceeds the AMG determined as per relevant provisions of RFP for each contractual year.
- b) The above division between the Parties as in tender document is subject to payment by [LICENSEE] to ITPO of an Assured Minimum Guarantee (AMG) for each Financial Year during the Term, including payment of the minimum guaranteed annual sum proportionately for any truncated period.
- c) The Assured Minimum Guarantee (AMG) has to be deposited by the Licensee in advance on quarterly basis i.e. upto 25th day of the preceding month of the beginning of the quarter under this agreement along with applicable GST and/or other taxes. The AMG has to be paid as per the schedule defined in the RFP depending on the roll-out of the F&B location and their corresponding actual handover. The Licensee shall and shall cause the Sub-Licensee(s) to submit to the Licensor, audited statement (in the format approved in writing by the Licensor) from a Chartered Accountant on **quarterly** basis (to be itemized as per RFP) showing GOR and net sales earned from F&B Outlets from each of the Locations, not later than 30 (thirty) days after the end of each **quarter** (or part thereof where applicable). If ITPO's proposed share of GOR exceeds the AMG value for that particular quarter, ITPO will raise invoice for the differential amount and the Licensee shall be liable to make corresponding payments within a period of 15 days from the date of issue of invoice and shall be liable to pay interest @ 9% per annum from the 16th day of issuance of the said invoice. The electricity, PNG and water connections shall also be disconnected forthwith. The claim of the Licensee to the goods lying at the Locations would not be entertained. In case of sub-license by the Licensee, the amount of license fee shall be paid by the main licensee with whom Licensor has entered into contract.
- d) Credit facilities to any person, if allowed by [LICENSEE], shall be at the sole discretion of [LICENSEE] and ITPO shall not be responsible for any bad debts.

3.24 Ownership of Logos, Names And Marks Clause:

- a) All designs, concepts, names, marks, brands, logos and other intellectual property rights which may come to be used in operation and management of the Facilities including but not limited to the goodwill and the names and logos of the Facilities and ITPO's name and logos will be the sole and exclusive property of ITPO and all rights therein will belong solely to ITPO and [LICENSEE] or other person claiming for or on behalf of or through [LICENSEE] shall have no interest, right or claim whatsoever therein or thereto. [LICENSEE] is only permitted to use the said intellectual property rights for purposes of operation and management of the

Facilities under this Agreement and for the Term thereof and such permission is subject to the strict adherence by [LICENSEE] to the terms and conditions of this Agreement. [LICENSEE] declares that [LICENSEE] has not registered or applied for registration and shall not register or apply for registration of whole or part of any of the designs, concepts, names, marks, brands, logos and other intellectual property rights used in operation and management of the Facilities including but not limited to the names and logos of the Facilities. [LICENSEE] shall take all such steps and sign all such documents including but not limited to agreements, applications etc. as may be required by ITPO at ITPO's cost for purposes of registration of any of the said intellectual property rights or otherwise in connection with the said intellectual property rights. For the avoidance of doubt, [LICENSEE] will support ITPO in every way to register the intellectual properties, but cost towards the same will be borne by ITPO. [LICENSEE] shall not use or permit use of the said intellectual property rights except as provided in this Agreement. [LICENSEE] shall also forthwith inform ITPO of any violation or infringement of any of the said intellectual property rights, and shall provide all assistance required by ITPO in pursuing its remedies in law for such violation including by joining ITPO in any complaint, suit etc. filed for the same, at ITPO's costs and expenses.

- b) In relation to the FACILITIES [LICENSEE] is permitted to use [LICENSEE]'s name for the limited purpose of describing itself as the LICENSEE or manager of the FACILITIES. [LICENSEE] undertakes that in the event it desires to use any of its intellectual property rights such as its logo in the Facilities, it shall do so only after taking prior written permission from ITPO.
- c) [LICENSEE] shall ensure that in the operation and management of the Facilities including in all programmes, events, functions and activities whatsoever held in ITPO complex, the name "India Trade Promotion Organisation", ITPO logos and Facilities' names and logos are given the fullest prominence and publicity including but not limited to the stage/podium/platform, print and publicity materials, advertising, and on social media/Internet etc. ITPO permits [LICENSEE] to use ITPO's name and logos only for the aforesaid purposes and only during the subsistence of this Agreement.
- d) [LICENSEE] undertakes that it shall forthwith cease using and shall not use any of the said intellectual property rights including but not limited to the goodwill and the names and logos of the Facilities and ITPO's name and logos upon the expiry of this Agreement or its sooner termination. [LICENSEE] also undertakes to sign all such documents including but not limited to agreements, applications etc. as may be required by ITPO at ITPO's cost.

3.25 Gross Operating Revenue (GORs): shall mean all revenues of every kind from the operation of the 'LOCATIONS' earned by Licensee and other third parties who have executed the Step Down Agreements with Licensee, including without limitation, all revenues from guests and/or from utilization /rendering of services in or from the said 'LOCATIONS' determined in accordance with the accrual system of accounts.

- (i) The Gross Operating Revenue (GOR) shall include the following:

- a. Earnings from sale of food, non-alcoholic beverages and alcoholic beverages. It shall also include the sale of appetizers, snacks, desserts, menu add-ons, bakery items, starters, meal package etc.
- b. Revenues from venue food, catering, mini-bar, etc. Venue Food revenue encompasses the proceeds from selling food and non-alcoholic/ alcoholic beverages from the F & B facilities, restaurants, bakeries, snack shops, etc. in Pragati Maidan. Catering revenue refers to such sales in the exhibition halls. Mini Bar revenue includes sales of packaged items (soft drinks, bottled water, candy, snacks, etc.) that are stored in vending machines.
- c. Revenues on account of off-premise catering, delivery & drive-through facilities and for food prepared in/ delivered from Pragati Maidan premises.
- d. Revenues from individual, group of people, companies/ firms, group of associations, bulk bookings, advance bookings, any celebration bookings, etc.
- e. Income on account of service charge, surcharge, guest charge, sale of merchandise, membership subscriptions, gift cards, discount vouchers, loyalty programs, promotional vouchers/ loyalty cards/ advantage card/ club card/ rewards cards/ points card, etc. by whatever name called.
- f. Commission/ agency charges earned for transactions in relation to F&B services between the service provider and the event organizers/ participants of events at Pragati Maidan.
- g. Receipts in cash (physical/ digital) or in kind due to any services rendered in/ from Pragati Maidan premises.
- h. Earnings on account of electricity/ power/ water/ gas charges etc.
- i. Other revenues/ incomes/ receipts/ earnings fetched directly from the facilities/ space provide in/from Pragati Maidan.
- j. Space Rent from sub-letting

(ii) The following shall be excluded:

- a. GST, VAT, Excise duty, any such other indirect taxes.
- b. Cash/ trade discounts applied before sales.
- c. Sale/ provision of complimentary items/ eatables/ services and delivery charges
- d. Earnings from scrap disposal and profit on sale of assets of the aggregator/ contractors/ sub-contractors.
- e. Receipt of reimbursement of expenses such as electricity, water, kitchen fuel, internet, publicity, transportation, etc.
- f. Interest income from bank deposits or similar indirect incomes
- g. Tax refunds
- h. Value of closing inventories
- i. GoR of sub-licensee recorded in the books of sub-licensee
- j. Compensation paid by ITPO for authorizing third-party organisers for outside caterers.

(iii) No deductions shall be allowed on following indicative but not exhaustive accounts:

- a. Waiver of dues or bad debts or discounts after sales.
- b. Penalty/ taxes/ late fees/ interest/ fine levied by any concerned authorities for any default by the aggregators/ contractor/ sub-contractors

- c. Running/ variable and fixed expenses such as electricity, power, water, kitchen fuel, transportation, publicity, conservancy, cleaning and dishwashing supplies, garbage disposal costs, glassware, utensils, crockery, cutlery, packing, laundry, dry cleaning, training, uniform costs, fire safety, security, telephone, internet etc.
- d. Cost of Insurance, liquor license, other license costs, permit fees, etc.
- e. Any capital expenditure on purchase of machinery, equipment, furniture, devices, intangible assets etc. or repairs & maintenance of the facilities or outlets
- f. Depreciation or amortisation or impairment of tangible/ intangible assets and loss on sale/theft of assets.
- g. Loss on account of any theft/ pilferage/ burglary/ fraud/ mischief/ misappropriation of funds/ natural calamity/ any other manual or natural mishaps.
- h. Payments to ITPO for space rent/ minimum guarantee fee/ revenue share
- i. Any other expenses of revenue or capital or provisional nature incurred to earn the revenues in list in '(i)' and '(ii)' above.
- j. Value of opening/ lost inventories.
- k. Income Tax or any other direct taxes.

(iv) The operator/ aggregator may be required to record the revenue with the following indicative segregations in order to be properly tracked and benchmarked:

- a. component of food, non-alcoholic beverages and alcoholic beverages separately
- b. hall-wise breakup and food-court wise breakup
- c. outlet-wise break-up
- d. venue food, catering, delivery, drive-through
- e. Nature of service such sales of food/ beverages, discounts, service charge, membership subscriptions, etc.

3.26 List of cost and expense heads to be incurred by licensee in rendering, inter alia, internal maintenance and janitorial and security and other services, including programmes/events, as required for the management and operation of the facilities:

- i) Repair; Maintenance & Upkeep.
- ii) Janitorial Expenses.
- iii) Security & Valet.
- iv) Credit Card related expenses.
- v) Marketing, Promotional & Business Development expenses to achieve optimum utilization of levels of revenue earning areas.

Illustrative Details:-

- i) Repair; Maintenance & Upkeep - All carpentry, plumbing, painting, polishing materials & equipment. - Engineering & maintenance disposables like washers, fuses, screws, nails, bulbs, tubes LED fittings etc. and routine maintenance expenses in maintaining all gadgets & appliances (like elements, cells, batteries, etc.)

- ii) Janitorial Expenses - All cleaning material – soap, liquid, powder, detergents, polishing material like brasso, etc. - Cleaning equipment like buckets, bins, brooms, dust pans, mops, brushes, dusters, garbage bags & bins, sponge, squeeze, scrubbers, steelwool, etc. - Sanitizing material like dettol, odonil, naphthalene balls, air freshener, etc.
- iii) Security & Valet.
- iv) Credit Card related expenses Credit Card commissions.
- v) Marketing, Promotional, Business Development, Arts/Culture Programmes / Events expenses to achieve optimum utilization of levels of revenue earning areas.
 - All sales promotion related brochures, mailers, tariff sheets etc. - All costs related to advertisements like artwork, bromides, actual ad release, agency costs, etc. - All artwork & printing etc. costs related to brochures, mailers, flyers, etc. - All Sales Promotion costs like entertainment, artists fees, Speakers, demonstrations, Shows, Concerts, Plays, Band, Films, Consultants, Advertising / PR Agencies, press releases / conferences, expenses related to personnel & sales calls etc. - Participation fees in various Conventions, Exhibitions, Shows etc. - Sales promotional material related expenses like photography, slides, mailing expenses, etc.

All printing & stationery items & related costs under each of these heads. All salaries and other direct costs of personnel in the above five departments or sub- contractors charges (including uniform & laundry cost) thereof would be an integral part of the total amount under these expenses heads. All costs related to staff in these departments – i.e. salary, PF, ESI, etc. Licensee will forward to ITPO all the copies of the subcontracts entered into by it with the above mentioned departments.

(Note: The above is only an illustrative list and may also include other similar items under these five expenses heads.)

4. BID PROCESS SCHEDULE, BID PROCESS DETAILS AND INTERPRETATION

4.1 Bid Process Schedule

Sl. no.	Description	Date
1.	Issuance of RFP to all Interested Parties	31.12.2021
3	Last date of queries from Bidder	07.01.2022
4	Pre-Bid Meeting	11.01.2022 (3.00 PM)
5	Indicative date for rendering clarifications by ITPO	17.01.2022
6	Bid Close Date	31.01.2022

Note: Interested Parties /Bidders may note that while ITPO shall endeavour to adhere to the Bid Process Schedule stated above, however, all the dates specified above are subject to change at the sole and exclusive discretion of ITPO without assigning any reason, whatsoever. Interested Parties/Bidders agree that ITPO shall not be liable in any manner for any change whatsoever in the scheduled timelines indicated.

4.2 Bid Process Details

Sl. No.	Instructions	Reference
1.	Number of Selected Bidder	One Aggregator for Exhibition Complex, Pragati Maidan, New Delhi
2.	Eligibility Criteria and Document List	shall be as specified in Schedule I
3.	Proposal Validity Period	shall mean a period of 120 (One Hundred and Twenty) days from the Bid Close Date or as extended from time to time by ITPO in accordance with the RFP.
4.	Evaluation Criteria	shall be as specified in Schedule II
5.	Queries to be addressed to	Deputy Manager (F&B), Hall 7, ITPO, Pragati Maidan, New Delhi-110001 Email: info@itpo.gov.in, sunitakamboj@itpo.gov.in
6.	Bid Security Amount*	Shall mean an interest free amount of Rs.35.00 Lakh (Rupees Thirty Five Lakh only) vide a Demand Draft/ NEFT/ RTGS drawn on a scheduled bank having a branch at New Delhi, payable at par in favour of ITPO, New Delhi. Bank Details of ITPO annexed.
7.	Marking of Proposal	Proposal to undertake designing, construction, development, operation and maintenance of F&B facilities as provided in RFP and that may be approved and/or notified, in writing, by the

		Authority from time to time during the Concession Period at Pragati Maidan, New Delhi.
8.	Tender Fee Amount*	Rs.29,500/- (Rs.25,000/- plus GST@18%) vide a Demand Draft/ NEFT/ RTGS drawn on a scheduled bank having a branch at New Delhi, payable at par in favour of ITPO, New Delhi. Bank Details of ITPO annexed.

**The documents required such as DD towards Bid Security Amount/Tender Fee Amount should be deposited at ITPO office on or before the bid opening date/time as mentioned in the Bid Process Schedule. Demand Draft obtained earlier than the date of advertisement / this RFP shall not be accepted.*

4.3 Interpretation

- i Reference to Clauses, Sections, Schedules or Annexures is reference to Clauses, Sections, Schedules and Annexures of this RFP.
- ii For the purpose of this RFP, where the context so admits, the singular shall be deemed to include the plural and vice-versa.
- iii Except where the context requires otherwise, references to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted or supplemented or as their application is modified by other provisions (whether before or after the date hereof) from time to time.
- iv The Schedule(s) and Annexure(s) of this RFP shall form an integral part of the RFP and shall be read along with the RFP.
- v The headings and sub-headings are inserted for convenience only and shall not affect the interpretation of this RFP.
- vi In case of conflict, if any between the provisions of the RFP and the License Agreement, the terms of the License Agreement shall prevail.
- vii The word 'include' and 'such as' wherever used shall be construed to be without limitation(s).
- viii Capitalized terms used in this RFP, unless defined herein, shall have the same meaning as given under the License Agreement, as the case may be.

5. ELIGIBILITY CRITERIA

- 5.1 A Proposal may be submitted by the Interested Party to undertake designing, construction, development, operation and maintenance of F&B facilities as provided in RFP and that may be approved and/or notified, in writing, by the Authority from time to time during the Concession Period at Pragati Maidan, New Delhi provided that the Interested Party meets the Eligibility Criteria as specified in Schedule-I.

- 5.2 The Eligibility Criteria must be fulfilled by the Bidder itself.
- 5.3 A Bidder shall be permitted/ allowed to submit **only 1 (one) Proposal**.
- 5.4 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bid Process. Any Bidder found to have a Conflict of Interest shall be disqualified. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
- i such Bidder (or any Affiliate thereof) and any other Bidder (or any Affiliate thereof) have common Controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder (or an Affiliate thereof) in the other Bidder (or any of its Affiliates) is less than 5% (five) percent of its paid up capital; or
 - ii an Affiliate of such Bidder is also an Affiliate of another Bidder; or
 - iii such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
 - iv such Bidder has the same legal representative for purposes of this RFP as any other Bidder; or
 - v such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Proposal of either or each of the other Bidder; or
 - vi such Bidder has participated as a consultant to ITPO in the preparation of any documents, design or technical specifications of any project.

5.5 Disqualifications

Without prejudice to and without limiting ITPO’s right to disqualify any Bidder as otherwise provided in this RFP, ITPO shall have the right, in its sole discretion, to disqualify any Bidder and reject its Proposal on, including but not limited to any one or more of the following grounds:

- a. the Proposal is not accompanied by documents and annexures required to be submitted in accordance with this RFP;
- b. the Financial Proposal and Technical Proposal are not in the prescribed manner/form such as not submitted in entirety;
- c. the Bidder does not fulfill or comply with any of the eligibility criteria as prescribed in “Eligibility Criteria and Document List”;
- d. there is a Conflict of Interest;
- e. the Bidder is not in compliance with the requirements of this RFP;

- f. where the Bidder has, for any reason, been debarred by ITPO;
- g. if the Bidder does not agree to the extension of the Proposal Validity Period by ITPO;
- h. if the Proposal is not uploaded online as stipulated in this RFP before bid close date or does not contain all the information as requested in this RFP or in the form as specified in this RFP;
- i. any Proposal, in respect of which Bid Security and Tender Fee has not been submitted as per the Bid Process Schedule;
- j. if the Bidder submits incorrect/ inaccurate/ misleading information or conceals/ suppresses any information or makes any false representation, whether knowingly or unknowingly;
- k. where the Bidder seeks to modify the Proposal after Bid Close Date without the consent of ITPO;
- l. if a Proposal is received after the Bid Close Date;
- m. if the bidder attempts to influence ITPO with respect to the Eligibility Criteria or Bid Process;
- n. where the Bidder has in the past, been in breach of, or has defaulted in, its obligations pertaining to any contract or arrangement with ITPO;
- o. where the Bidder does not submit Proposal for the entire scope of the License or submits a conditional Proposal;
- p. the Bidder has been declared as a defaulter by **ITPO** or has been debarred by **ITPO** from making the Proposal;
- q. where any winding up petition whether voluntary or otherwise, if applicable, has been filed in the jurisdictional High Court by or against the Bidder; or
- r. where any Bidder submits more than 1 (one) Proposal directly or indirectly.

6. PROPOSAL

- 6.1 The Bidder shall provide the information in the prescribed forms. The Bidder may provide relevant additional information in forms of their choice but shall ensure that at the minimum all required forms provided under this RFP are completed before submission.
- 6.2 Each Bidder shall submit only 1 (one) Proposal. The Proposal shall consist of the following:

- i) Financial Proposal in Form A as prescribed in Section II of this RFP;
- ii) Technical Proposal in Form B as prescribed in Section II of this RFP;
- iii) Qualification Documents as prescribed in Schedule I of this RFP;
- iv) Letter of Undertaking by the Bidder in the format as prescribed in Form E of Section II of this RFP;
- v) Bid Security along with Bid Security Submission Form in the format as prescribed in Part A of Form D of Section II of this RFP; and
- vi) Bidder's Authorizations in the format as prescribed in Form C of Section II of this RFP.

6.3 Each Proposal should be accompanied by all the documents as required under this clause or elsewhere in this RFP at the time of its submission.

6.4 Proposal Validity Period

- i Subject to Clause 6.6 [*Withdrawal of Proposal*], the Proposal shall be irrevocable, unconditional, firm and valid for the entire duration of the Proposal Validity Period. Any Proposal, which has a validity of less than the Proposal Validity Period shall be rejected by ITPO as being non-responsive.
- ii If ITPO extends the Proposal Validity Period, an Interested Party or the Bidder (if it agrees to such extension) shall agree and acknowledge in writing to such extension of the Proposal Validity Period, in the form and manner as required by ITPO. The Proposal submitted by such Interested Party (ies) (who meet the requirements mentioned herein) shall be considered further for the Bid Process.

6.5 Form of Submission

(i) Authorized Person:

The Proposal shall be signed by a person or persons duly authorized, in the format prescribed at Form C of Section II of the RFP, to sign on behalf of the Bidder. The authorization in favour of the person, signing the Proposal, shall be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the Bidder making such authorization.

(ii) Proposal to be signed/stamped:

The Proposal shall be typed and signed with date and bear the stamp of the Bidder.

(iii) No Alterations:

The Proposal shall contain no alterations, omissions or additions, except those to comply with the instructions issued by ITPO, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Proposal and bear the stamp of the Bidder.

(iv) Form of Documentation:

- (a) The RFP document may be purchased and processed on the CPP portal. (<https://eprocure.gov.in/eprocure/app>). Interested Bidders are advised to follow the instructions provided in the 'Instructions to the Applicant 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 comprising the Proposal:
1. Technical Proposal;
 2. Financial Proposal;
 3. Qualification Documents;
 4. Letters of Undertaking in Form E and Form F;
 5. Bid Security along with Bid Security Submission Form; and
 6. Bidder's Authorizations.
- (b) It is the responsibility of the Bidder to make its own assessment regarding the extent of business opportunity in preparing its Proposal. Each of the Bidder shall along with their respective Proposal enclose a confirmation that they accept the terms and conditions of the License Agreement in the form of undertaking in the Form E, F of Section-II, and in case if the Bidder is declared as the Selected Bidder, the Selected Bidder shall promptly incorporate a Special Purpose Vehicle to undertake and implement the License, which shall be identified as the Licensee and, within **30 (thirty) days of Letter of Intent to Award, execute the License Agreement in the form as prescribed by ITPO, unless the time period is otherwise extended by ITPO, at its sole discretion.** It is clarified that in case the Selected Bidder is a Consortium, then the Special Purpose Vehicle to be incorporated by such Selected Bidder shall mirror the shareholding in the same proportion as the participating interest of each Consortium member in the Consortium.
- (c) The Proposal shall be duly signed and bear stamp of the Bidder. In addition, all the Qualification Documents shall be duly certified / notarized / apostilled as may be required under this RFP.
- (d) All amounts and numbers shall clearly show in figures and words. In case of any inconsistency between the words and the figures, the amount stated in words shall prevail.
- (e) The documents required such as Demand Draft towards Bid Security and Tender fee shall be deposited to Deputy Manager (F&B), Hall 7, Pragati Maidan, New Delhi-110001 on or before the bid opening date/time as mentioned in the Bid Process Schedule. Demand Draft obtained earlier than the date of advertisement or this RFP, will not be accepted.
- (f) Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>

- (g) The bidder shall pay a non-refundable Tender Fee by means of a Demand Draft of Rs. 29,500/- (Rs. 25,000/- +GST@18%) payable to ITPO at New Delhi.
- (h) All correspondence(s) in connection with the Proposal and the License Agreement and all accompanying documents, which are relevant to its examination, shall be written in the English language. All measurements shall be expressed in units of the metric system.
- (i) Online Financial Proposals of only those bidders who are qualified and shortlisted in the Technical Bids shall be opened. The Technical and Financial Proposals shall be opened in the presence of the Bidders or their authorized representatives, if they are present. The technically qualified Bidder who has quoted the highest AMG will be awarded the License.
- (j) The applicant may modify the submitted bid through resubmit option on CPP Portal before the last date for submission of applications.

6.6 Withdrawal of Proposal

The Bidder may withdraw their respective Proposal at any time before the Bid Close Date. The submission/ resubmission of any Proposal after the Bid Close Date shall not be permitted.

6.7 Responsibility to check the completeness

It is the sole responsibility of the Bidder to examine and understand this RFP (including the Location) and to verify its completeness and feasibility. The Bidder should peruse this RFP carefully as it contains the legal and business terms and other information, which the Bidder must review in order to submit a responsive Proposal.

6.8 Number of Proposals and Cost of Preparation

Each Bidder shall submit 1 (one) Proposal only. The Bidder shall be responsible for all of the costs associated with the preparation of their respective Proposal and their participation in the Bid Process. ITPO shall not be responsible or in any way liable for any costs, expenses and charges incurred by any Bidder in connection with the preparation and submission of its Proposal or the Bid Process in any manner whatsoever, regardless of the conduct or outcome of the Bid Process.

6.9 Submission of Documents (as part of the Proposal)

- i. All documents uploaded by the Bidder, as part of its Proposal, unless specifically provided for otherwise, must be either in original or certified as true copies in case of photocopies, by (a) the relevant corporate authority in case of corporate documents like board resolutions; (b) by the auditors in case of financial documents; (c) by a notary public in case of any other documents.
- ii. The Bidder shall ensure that all the documents are uploaded with the Proposal. However, in case the Bidder fails to upload a document(s) (as required under this

RFP) with the Proposal, the Bidder may, at any time prior to the Bid Close Date, upload the same through resubmit option on CPP Portal.

6.10 Submission of Foreign Documents

If the Bidder is submitting any documents, created or originating from outside the Republic of India, such as work experience certificate(s), financial detail(s), power of attorney(s), undertaking(s), documentary evidence(s), qualifying document(s) then the Bidder, before any such foreign document(s) are sent to India for the purpose of applying towards this RFP, shall be required to get each and every page of such foreign document(s), duly authenticated/ embossed/ legalized from the Indian Embassy/Indian High Commission situated in the country from where such foreign document(s) were created or are originated from. Such authentication/ embossment/ legalization from the Indian Embassy/Indian High Commission shall also apply to all such document(s) that are in a language other than English, which shall compulsorily be required to be translated (as the true translated copies of the original) by a duly certified/ authorized /qualified Translator, supported by the affidavit of the said Translator, certifying the correctness of the English translation. However, in the case of foreign document(s) created or originating from Countries that have signed, ratified and have made operational the Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents, 5 October, 1961 (“Hague Legalization for Convention, 1961”), the Bidders may affix an ‘Apostille’ sticker on each and every page of their foreign document(s) [including all commercial document(s) duly notarized]. Thereafter, the Bidder shall be compulsorily required to get all such “Apostilled” foreign document(s) approved, certified and attested from the Indian Embassy /Indian High Commission in that country where the ‘foreign document(s)’ were created or are originated from or from the Ministry of External Affairs, Government of India, New Delhi and the Bidder/s shall follow any other norms/guidelines laid by the Ministry of External Affairs, Government of India, New Delhi.

7. BID SECURITY

7.1 Bid Security

- i **The Bidder shall submit, as part of its Proposal, the Bid Security of Rs.35.00 Lakh (Rupees Thirty Five Lakh only).** The Bidder shall provide the details of the Bid Security submitted as per the format annexed in Part A of Form D hereto vide a demand draft drawn on a scheduled bank having branch at New Delhi, **payable at par in favour of ITPO, New Delhi.** The Bidder shall submit the ‘Client Information Form’ along with the details of the Bid Security as per format annexed in Part B of Form D hereto. The Demand Draft towards Bid Security shall be deposited to Deputy Manager (F&B), Hall 7, Pragati Maidan, New Delhi-110001 on or before the bid opening date/time as mentioned in the Bid Process Schedule. Demand Draft obtained earlier than the date of advt./ notice inviting bids will not be accepted.
- ii Any Proposal not accompanied by Bid Security, shall be rejected by ITPO as non-compliant and shall not be considered.

- iii The Bid Security of the unsuccessful Bidders shall be refunded without any interest within 4 (four) weeks from the date of execution of the License Agreement with the Selected Bidder.
- iv The Bid Securities of the unsuccessful Bidders shall be refunded to the unsuccessful Bidder either (i) by handing over personally; or (ii) by sending it through registered post at the address of the unsuccessful Bidder as given in the Proposal. Such handing over or posting shall be deemed as good service of the refund.
- v The Successful Bidder's Bid Security will be returned, without any interest, upon the Licensee submitting the Performance Bank Guarantee as security deposit in accordance with the provisions as stipulated under the License Agreement.
- vi The name, address and other details of the person for the purposes of refund of Bid Security shall be provided in the manner provided in Part B of Form D.
- vii If a Bidder withdraws or amends its Proposal after bid close date without obtaining prior written consent of ITPO, the Bid Security shall stand forfeited, without any notice by ITPO.
- viii In the event of any extension of the submission of the RFP or the Bid Process, the validity of the Bid Security shall be extended by the Bidder accordingly for such time as may be specified by ITPO prior to expiry of the validity of the Bid Security, failing which the Bid Security shall be forfeited by ITPO.

8. BID PROCESS

8.1 Bid Development Phase

The Bid Process shall mean the following processes:

- i Issue of RFP

All Interested Parties have been provided with the same background information, supplementary information and any amendment or Addendum to this RFP.
- ii Amendment of RFP and/or Proposal
 - (a) ITPO may, at any time before the issue of Letter of Intent to Award, at its sole discretion and without assigning any reason, (whether on its own or in response to a clarification requested by a Bidder) modify this RFP by issuing an Addendum. In case the Addendum is issued prior to the Bid Close Date, the Bidder shall have the option to resubmit the Proposal within the time permitted by ITPO in writing.

- (b) Any Addendum issued shall be a part of this RFP, and shall be communicated through ITPO's corporate website www.indiatradefair.com and CPP Portal in the manner as set out under Clause 10.11 [*Notices and Correspondences*] hereto. The Addendum shall be deemed to be communicated to the Bidder where the same is set out in the manner under Clause 10.11 [*Notices and Correspondences*] hereto.
 - (c) To afford the Bidder reasonable time to take an Addendum into account in preparing their Proposal, ITPO may at its sole discretion extend the Bid Close Date for submission of Proposal as set out under Clause 4.1 [*Bid Process Schedule*].
 - (d) In case after issuance of an Addendum, the Bidders who have already submitted their Proposal, do not resubmit their Proposal, it shall be deemed that such Bidders do not intend to modify their Proposal on the basis of the Addendum and the Addendum shall be deemed to have been taken into account.
- iii ITPO is issuing the License Agreement as specified in Definitive Format-1 of Section III hereto to all the Interested Parties as part of this RFP.
- iv **Clarifications**
- (a) Each Interested Party shall peruse this RFP in its entirety (especially the License Agreement) carefully as it contains legal and business terms and other information which each Interested Party must review in order to submit a responsive Proposal.
 - (b) An Interested Party requiring any clarification(s) on this RFP may notify ITPO in writing, within the time specified in the Bid Process Schedule, by e-mail to the e-mail address specified in Clause 4.2 [*Bid Process Details*], in the following format:

Sl. No.	RFP Section/ Document and Clause	Existing provision	Clarification required	Rationale

- (c) ITPO will respond to any request for clarification(s), only if it receives the same in writing within the time permitted in the Bid Process Schedule. Copies (by way of email) of ITPO's response, including a description of the clarification(s) sought, shall put up on ITPO's website www.indiatradefair.com/CPP portal for information of all the Interested Parties in the manner as set out under the RFP.
- (d) Nothing in this Clause shall be read as compelling ITPO to respond to any request or clarification(s).

- (e) A Pre-Bid conference of the interested parties shall be convened at the designated date, time and place. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of ITPO. ITPO shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

v **Proposal Submission**

- (a) The Proposal, complete in all respects, must be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app> before the Bid Close Date, in the manner as specified in this RFP. ITPO may, at its discretion, advance or extend the Bid Close Date.
- (b) The Bidder shall observe the following while submitting its Proposal:
 - (i) All demand drafts shall reach the Deputy Manager (F&B), Hall 7, Pragati Maidan, New Delhi-110001 before the opening date/time of the online bids;
 - (ii) All sequence and naming conventions as used in this RFP shall be strictly followed;
 - (iii) The Financial Proposal shall be submitted online at CPP Portal.
- (c) All enquiries, comments, or requests for meetings regarding this RFP, the License Agreement and any other related matters must be made by email, to ITPO by e-mail to the e-mail address specified in Clause 4.2.
- (d) Proposals failing to meet RFP requirements, including completeness, format and content, shall be rejected without further evaluation.
- (e) ITPO shall not entertain any conditional Proposal.
- (f) ITPO may ask one, more or all the Interested Parties to respond to query from ITPO or to submit/ re-submit further documents in support to clarify their Proposal (in whole or in part).

8.2 Evaluation Phase

- i During the evaluation phase of this RFP, ITPO shall first open the Technical Proposal, analyze and evaluate them.
- ii ITPO may ask for any clarification(s)/supplementary information at any point of time during the Bid Process, including but not limited to cases of insufficiency of the Proposal, and the Bidder shall provide such clarifications/

supplementary information with supporting documents within the time prescribed by ITPO in this regard.

- iii Each Proposal shall be evaluated, according to the following process:
 - (a) Confirmation of the Eligibility Criteria of the Interested Parties: Please note that Technical Proposal of only such Interested Parties who have satisfied the Eligibility Criteria, mentioned in the RFP shall be evaluated by ITPO.
 - (b) Financial Proposal of Interested Party who has not satisfied the technical criteria shall not be opened by ITPO.
 - (c) The Financial Proposal of such Interested Parties who have satisfied the technical criteria shall be opened and evaluated in accordance with the Evaluation Criteria.
 - (d) The award of the License shall be based on the evaluation by ITPO of the Financial Proposal as per Schedule II hereto.

8.3 Intimation of change

Each Bidder shall forthwith, from time to time, intimate to ITPO by e-mail on the e-mail address specified in Clause 4.2 [*Bid Process Details*]:

- (a) of any change in the shareholding pattern of such Bidder (if any) from the shareholding pattern submitted as a part of the Proposal until the expiry of the Proposal Validity Period or execution of the Agreement (whichever is later). In case of a public listed company such requirement shall be limited to the shareholding of the promoter group of such company; or
- (b) if the Bidder becomes insolvent or winding up petition against such Bidder has been filed in the jurisdictional Court; or
- (c) if a provisional liquidator, receiver or manager of the Bidder is duly appointed; or
- (d) if the Bidder has entered into any arrangement or composition for the benefit of its creditors; or
- (e) if the Bidder suffers any distress or execution to be levied upon its assets; or
- (f) any other change in the constitution of the Bidder including any reconstruction or amalgamation that would materially hinder the Bidder to continue being a part of this Bid Process; or
- (g) change in the registered office address and/or corporate office address of the Bidder.

9. CONDITIONS OF AWARD OF THE LICENSE

- 9.1 ITPO may at its sole discretion issue a Letter of Intent to Award to the Selected Bidder pursuant to the conclusion of the Bid Process as contemplated in this RFP. The issue by ITPO of a Letter of Intent to Award accepting the Proposal and the acceptance of the Letter of Intent to Award by the Selected Bidder shall create binding obligations upon the Selected Bidder to fulfill the conditions as specified in this RFP and the Letter of Intent to Award, including the execution of the License Agreement in the prescribed format and within the prescribed time, all to the satisfaction of ITPO. The Letter of Intent to Award will be handed to the Selected Bidder or posted to the Selected Bidder's address as given in the Proposal and such handing or posting shall be deemed good service of such a notice. **Non acceptance of the Letter of Intent to Award by the Selected Bidder within the time prescribed therein shall lead to forfeiture of Bid Security of such Selected Bidder and the Selected Bidder will be debarred for such period as deemed fit by ITPO from entering into any kind of association with ITPO.**
- 9.2 **The Selected Bidder shall, within 21 (twenty one) days or such other date as may be decided by ITPO, from the date of issue of the Letter of Intent to Award, fulfill all the conditions specified in the Letter of Intent to Award to the satisfaction of ITPO** (unless any of the conditions are waived in writing by ITPO) including the following:
- i Incorporation of a Special Purpose Vehicle/ Company under the Indian Companies Act for undertaking and implementing the License, in the case of a Consortium is be the successful bidder;
 - ii providing ITPO with certified true copies of Approvals supporting that the Selected Bidder (i) **is an entity validly existing and incorporated under the Applicable Laws;** (ii) has the requisite authorizations to execute the License Agreement;
 - iii provide ITPO with an undertaking that the shareholding pattern of the Selected Bidder is as set forth in the Proposal and there has been no change in the shareholding pattern of the Selected Bidder, that has not been intimated to ITPO in writing, since the submission of the Selected Bidder's shareholding pattern along with its Proposal, as required under this RFP;
 - iv cause its directors to submit their respective applications for security vetting;
 - v submit to ITPO the Performance Bank Guarantee based upon the details specified in the Proposal;
 - vi submit the Corporate Guarantee issued by the Selected Bidder /all the members of the Consortium (Lead Member as well as the other members);

vii provide to ITPO such documents/ information as may be required under this RFP

9.3 **Subject to fulfillment of the conditions specified in Clause 9.2 hereinabove, the Licensee shall execute the License Agreement, within 30 (thirty) days from the date of the Letter of Intent to Award, unless extended by ITPO at its sole discretion.**

9.4 Without prejudice and in addition to the rights of ITPO to invoke the Bid Security as provided elsewhere in this RFP, the Bid Security shall be liable to be forfeited in favour of ITPO in case of failure of the Selected Bidder to fulfill any of the conditions of award within the time stipulated in this RFP and/or the Letter of Intent to Award.

9.5 In case the Selected Bidder fails to execute the License Agreement as stated above, at the sole discretion of ITPO, ITPO may withdraw/terminate the Letter of Intent to Award forthwith and the Bid Security of such Selected Bidder shall be forfeited and the selected bidder will be debarred for such period as deemed fit by ITPO from entering into any kind of association with ITPO.

9.6 The selected bidder shall confirm to the timelines as specified above for award of license:

S. No.	Description	Timeline
1.	Issue of Letter of Intent to Award to the Selected Bidder pursuant to the conclusion of the Bid Process	Date – ‘T’
2.	Fulfillment of all the conditions specified in the Letter of Intent to Award to the satisfaction of ITPO	Within T+21 Days
3.	Execution/Signing of License Agreement	Within T+30 Days
4.	Possession of the Licensed Premises	T+31 st Day
5.	Submission of Complete set of drawings reflecting the Licensed Premises, serving counters, sitting, kitchen and service area(s).	T+45 Days
6.	Completion of Construction Work	120 days from the date of possession

The time periods specified in the table above are indicative and ITPO may at its sole discretion may decide to extend the specified time periods.

10. SPECIFIC CONDITIONS OF RFP

10.1 Right to accept/reject any or all Proposal

ITPO reserves the right to, without limitation, without incurring any obligation or liability vis-à-vis any Interested Party or Bidder and without expressing any cause or reason thereof, at any time and at its sole discretion to:

- i amend/modify and/or supplement this RFP (in whole or in part) and/or the Bid Process or the dates or other terms and conditions relating thereto suspend / withdraw and/or cancel the Bid Process;
- ii pre-qualify or not to pre-qualify any Bidder and/or to consult with any Bidder in order to receive clarification or further information;
- iii reject any, or all, of the Proposal;
- iv not invite any one, more or all of Interested Parties to proceed further; and/or
- v not furnish Interested Parties with additional information.

10.2 Single Proposal

The Bidder can submit 1 (One) Bid for all outlets a part of a single Proposal.

10.3 Waiver of immunity

- i The Bidder shall not have any special privilege or immunity from any process of the courts or judicial authorities in India, or if they have any such special privilege or immunity, such Bidder shall certify that such privilege or immunity has been waived.
- ii Each Bidder shall be subject to the jurisdiction of the courts in Delhi.

10.4 Right of verification

ITPO reserves the right to verify any or all statements made by the Bidders in response to this RFP and to inspect the Bidder's facility if necessary to establish to the satisfaction of ITPO about the capacity and capability of the Bidder to perform the obligations under the License Agreement. This right of ITPO shall subsist even after the finalisation of the Selected Bidder.

10.5 Collusive bidding

The Interested Parties, Bidders, the respective members / shareholders / officers, employees, agents and advisers of each of these entities shall not engage in collusive bidding, anti-competitive conduct or any other similar conduct, in any form or manner, with any other person in relation to the preparation or lodgment of Proposal or otherwise in any aspect of the License.

10.6 Corrupt practices

Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, ITPO may reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

Without prejudice to the rights of ITPO under Clause 6.1 hereinabove, if a Bidder is found by ITPO to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by ITPO during a period of 3 (three) years from the date such Bidder is found by ITPO to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

“Corrupt Practice” means

- (i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of ITPO who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOIA or has dealt with matters concerning the Concession Agreement or arising there-from, before or after the execution thereof, at any time prior to the expiry of two years from the date such official resigns or retires from or otherwise ceases to be in the service of ITPO, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process).
- (ii) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
- (iii) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;
- (iv) **“Undesirable practice”** means establishing contact with any person connected with or employed or engaged by ITPO with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or having a Conflict of Interest;
- (v) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

The Concessionaire shall execute an Integrity Pact with ITPO.

10.7 No recommendations

After the Bid Close Date has elapsed and until the issue of the Letter of Intent to Award, the Bidder shall not contact ITPO or its CMD, ED officers, employees, consultants on any matter related to the Proposal. Any effort on the part of the Bidder

to influence ITPO in the examination, evaluation, ranking of Proposal, and recommendation for award under this RFP may result in the rejection of the respective Bidder's Proposal.

10.8 Confidentiality

Information related to the examination, clarification, evaluation, and comparison of the Proposal and recommendations for the issuance of Letter of Intent to Award shall not be disclosed to any Bidder or other persons not officially involved in such process even after the award to the Selected Bidder has been announced. Any effort by the Bidder to influence ITPO on processing the decision of the award of the License, shall result in the rejection of its Proposal. At no time shall ITPO be under any obligation to publish any of the Proposals that ITPO may have received towards the Bid Process.

10.9 Non-binding on ITPO

This RFP does not bind ITPO and the information provided herein is merely indicative in nature. The Bidders are advised to conduct a due diligence with respect to the information provided herein. ITPO shall not under any circumstances be responsible for any costs incurred by any Interested Party, Bidder, the respective officers, employees, agents and advisers of each of these entities, involved in the Bid Process irrespective of whether ITPO actually proceeds with such award or not.

10.10 Approvals and regulatory compliances

- i The liability and responsibility to apply, pursue and obtain all Approvals required to undertake designing, construction, development, operation and maintenance of F&B facilities as provided in RFP and that may be approved and/or notified, in writing, by the Authority from time to time during the Concession Period at Pragati Maidan, New Delhi shall be of the Selected Bidder only, without any recourse of any nature against ITPO. However, failure to obtain the Approvals shall not relieve the Selected Bidder / Licensee of its obligations under the License Agreement or this RFP.
- ii The Bidder shall conform to the requirements as set out by Government of India and/or the Reserve Bank of India for investments and for undertaking and implementing the License and in relation to the participation in the Bid Process pursuant to this RFP.

10.11 Notices and Correspondences

- i All queries and clarifications in respect of this RFP shall be addressed by an Interested Party/ Bidder/ Selected Bidder to ITPO by email, in the manner as provided for under Clause 8.1(iv) [*Clarifications*] as may be applicable.
- ii Any notice or demands or communication to be made by any Interested Party/ Bidder/ Selected Bidder to ITPO pursuant to this RFP and the Bid Process shall be addressed by the Bidder to ITPO, through e-mail at the e-mail address as set out hereunder:

ITPO

Address: Deputy Manager (F&B)
ITPO, Pragati Maidan, New Delhi-110001
Kind Attn: Deputy Manager (F&B)
Email: info@itpo.gov.in, sunitakamboj@itpo.gov.in

- iii Any notice or Addendum or other communication (including response to clarifications as provided for under Clause 8.1 (iv) [*Clarifications*]) issued by ITPO shall be communicated by ITPO through ITPO's website www.indiatrdaefair.com /CPP Portal/by e-mail, for the information of the interested bidders.

10.12 No Liability of ITPO

ITPO shall not be responsible or in any way liable for any costs, expenses and charges incurred by any Bidder in connection with the preparation and submission of its Proposal or the Bid Process in any manner whatsoever, regardless of the conduct or outcome, cancellation or suspension of the Bid Process.

10.13 Responsibility to familiarize

It shall be the responsibility of each Bidder to familiarize themselves with all aspects, conditions and requirements of the works and the Location, to interpret rules and regulations made by or on behalf of ITPO and all laws and regulations of the Republic of India, that may in any manner affect or apply to their respective participation in the Bid Process and implementation of the works to designing, setting up at its own cost and maintaining sites.

10.14 Additional Parties

The Selected Bidder / Licensee should note that this License is not of an exclusive nature and ITPO reserves the right to identify, when necessary, additional parties other than Interested Parties at any time during the Bid Process in order to achieve its commercial objectives and principles.

10.15 Ownership of Documents

All documents submitted by the Bidder in response to this RFP shall become the property of ITPO. However, intellectual property in the information contained in the Proposal submitted by the Bidder shall remain vested in the Bidder. This Clause is without prejudice to any provisions to the contrary in any subsequent contract between the Bidder and ITPO.

10.16 Jurisdiction of courts

Only the courts at New Delhi, India shall have exclusive jurisdiction to entertain, hold trial, and adjudicate upon any dispute.

10.17 Governing laws

This RFP and all the entities participating in the Bid Process shall be governed by the laws of Republic of India, without having regard to its principles of conflict of laws.

10.18 Site visit and verification of information

Applicants/Bidders are encouraged (or advised) to submit their respective Proposals after fully familiarizing themselves with the exhibition environment and the opportunity available and ascertaining for themselves the actual on ground conditions, visitors/exhibitors volumes, location, surroundings, availability of power, water and other utilities, access to the proposed Licensed Premises, handling and storage of materials, weather data, applicable laws and regulations and Security Agencies requirements, and any other matter considered relevant by them. Each Applicant should, therefore, conduct its own assessment, due diligence and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP.

SCHEDULE-I: ELIGIBILITY CRITERIA AND DOCUMENT LIST

1. The bidder (single bidder or Lead Member of Consortium) must have a minimum average annual turnover of Rs.50 Crore in 3 out of the 4 preceding financial years and minimum net worth of Rs.10 Crore, F.Y. ending on 31.3.2021.

Note: Audited Accounts/Certificate from Statutory Auditor required

In case of Consortium, the Lead Member must fulfill the required turnover criteria.

The Bidders shall submit Certificate(s) from its statutory auditors or Chartered Accountant stating the turnover of the Bidder, as at the close of the said 3/4 preceding Financial Years, from the business of operating Food and Beverage Outlets and/or hotel services in India or overseas. For the purposes of this RFP, turnover (the "Turnover") shall mean the aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company during a financial year.

2. The Bidder (**single bidder or Lead Member of the Consortium**) must be financially capable of carrying out / participating in the Proposal(s) and shall produce a certificate of solvency from its bank to the minimum extent of Rs. 25 Crores ("Certificate of Solvency").
3. The bidder in case of a single bidder must be 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. No change in the constitution of Consortium will be allowed except in accordance with the provisions of this RFP and the Specimen Agreement. One of the Consortium members would be required to be nominated as Lead Member. Such Lead Member shall hold authorization in the form of Power of Attorney from all other members of the Consortium. A copy of the Consortium Agreement duly certified as true copy by the Lead Member shall be submitted with the proposal.

In case the successful Bidder is a Consortium, the following requirements pertaining to Consortium shall be complied with:

- i) There can be a maximum of 3 (Three) members in a Consortium.
- ii) The Lead Member of the Consortium must satisfy both the Technical and Financial Capability requirements.
- iii) The Joint Bidding Agreement to be signed by all Consortium members and submitted along with this Bid / Proposal.
- iv) No change in the constitution of consortium will be allowed. Proposals submitted by a Consortium must provide a written agreement (Joint Bidding Agreement) to be signed by each member in that Consortium and also, on their respective company Letter-head duly signed by the authorized signatory of the company which describes the

responsibilities and equity commitments of that member in the Consortium. One of the Consortium members would be required to be nominated as Lead Member.

- v) The Consortium shall, inter alia form a Special Purpose Vehicle (SPV) registered in India for the implementation of the Project. SPV shall be formed after issuance and acceptance of Letter of Intent (LOI) as per RFP provisions. The SPV would enter into the Agreement and subsequently carry out all the responsibilities of the Successful Bidder and undertake the Project as stipulated in the Agreement. The proposed shareholding of the members of the Consortium in the SPV must be in compliance with the criteria specified in the RFP document. However, the membership structure of the Bidder shall not be changed by the Bidder without ITPO's prior written approval. The aggregate equity share holding of the Consortium in the issued and paid up equity share capital of the SPV shall not be less than 74% (seventy-four per cent) during the Term of Agreement.
- vi) In addition to the above obligations, the Lead Member of the Consortium shall maintain a minimum equity share component of at least 51% (Fifty One Percentage) for a period of 5 consecutive years ("lock-in period") commencing from the commercial operations date (within development period), in the SPV so formed under this clause. After the lock-in period of 5 years ITPO may permit change in the shareholding pattern of SPV including in the change in the status of its lead member. All the other members of the consortium shall hold the remaining paid up share capital of the SPV on a fully diluted basis for a minimum period of 5 year commencing from the commercial operations date. Any dilution in the shareholding of the SPV (whether by fresh issue of shares or securities convertible into share or direct or indirect transfer of both) will require the prior written consent of ITPO.
- vii) All Members of the Consortium shall be liable jointly and severally for the execution of the Project in accordance with the terms of the Agreement and a statement to this effect shall be included in the Joint Bidding Agreement. ITPO may require such documents / undertakings/ indemnities as it may deem fit from consortium members before or at the time of issuance of Letter of Intent/ signing of the Agreement.
- viii) The Lead Member nominated at the time of submission of the Proposal shall continue to be the Lead Member of the SPV Such Lead Member shall hold authorization in the form of Power of Attorney. The Proposal must designate one or more person(s) to represent the Bidder in its dealings with ITPO. Unless specifically advised to the contrary, ITPO will assume that the person (s) designated is authorized to perform all tasks, including, but not limited to, providing information, responding to inquiries and entering into contractual commitments on behalf of the Company or the Consortium as the case may be.
- ix) Each member of the Consortium shall submit a signed letter (on the company's Letter Head) with the Proposal, which states that, the said member:

- a) Has reviewed the entire Proposal.
 - b) Is in accord with each key element of the Proposal, including, but not limited to, its technical and price components, description of the member's responsibilities and commitments to the Project, and the designated person(s) who will represent the Consortium during the negotiation process.
 - c) Has participated in only one Proposal for this Project.
 - d) Each of the Consortium members will be jointly and severally liable to ITPO.
- x) All pertinent information that may affect the performance of the responsibilities of any Consortium member – such as ongoing litigation, financial distress, or any other such matter – must be disclosed.
4. The Bidder (single bidder or lead member in case of Consortium) must meet all the relevant experience criteria mentioned below:
- (i) The bidder (in case of Consortium – Lead member) must have three years' experience in the F&B businesses in last five (5) years on the last date of submission of the bid and fulfill at least any of the following:
 - (a) The applicant (in case of Consortium – Lead member) shall be operating minimum five (5) food outlets on the date of submission of the bid out of which at least one should be located in any Convention/Exhibition Centre/Airport/Metro Rail Station / Railway Station / Commercial Complex (floor plate size of at least 10000 sq. mtrs.) with at least three years of experience.

(The copy of required documentary proof (work order/contract and/or requisite proof as per Shops and Establishment Acts, Trade tax certificates etc for each outlet) with the applicable authority and statutory / formal proof of completion of requisite experience of three (3) years shall be attached for verification)

or

 - (b) The applicant (in case of Consortium, the lead member) shall be currently operating a hotel with at least three star valid star category or heritage category issued by Hotel & Restaurant Approval and Classification Category (HRACC), Ministry of Tourism, Government of India with at least three (3) years of experience.
- The copy of Hotel & Restaurant Approval & Classification Committee (HRACC) document for verifying the star rating and statutory / formal proof of completion of requisite experience of three (3) years shall be attached.
- Or
- (c) The applicant (in case of Consortium, the lead member) shall be currently an operator of the food and beverage business in a three star hotel having valid star category or heritage category issued by Hotel & Restaurant Approval and Classification Committee (HRACC), Ministry of Tourism, Government of India, with at least three (3) years of experience.

The copy of work order / contract/MoU with the hotel and statutory / formal proof of completion of requisite tenure of three (3) years shall be submitted for verification

Or

(d) The Applicant shall on the application due date, own or hold franchisee/ binding MoU.

- i. Minimum of two internationally branded outlets; and,
- ii. Minimum of three national branded outlets with at least three years of experience with proof.

If such Applicant is selected for the grant of concession, the parties to the MoU shall enter into a binding franchise agreement which shall be co-terminus with the concession term.

- 5. The applicant must have in its name the Food Safety & Standard Authority of India Certificate (FSSAI).
- 6. The Bidder is required to provide ITPO a self certificate in relation to the following conditions:
 - (i) There is no pending, active, or previous legal action that prevents the Bidder from submitting the Proposal(s) and executing the License Agreement(s) or fulfilling the conditions of the License Agreement;
 - (ii) The Bidder or any of its Affiliates (directly or indirectly) are not engaged in any dispute / litigation / arbitration with ITPO. The Bidder has not been currently been debarred/ blacklisted by ITPO or any other Central/ State Govt. Departments/ PSUs/ Autonomous Bodies etc.;
 - (iii) There are no dues/payments pending to be made to ITPO in relation to invoices raised under or pursuant to any existing contracts between ITPO and the Interested Party as on the date of submitting the Proposal/Bid.

**(LIST OF SUPPORTING DOCUMENTS TO BE SUBMITTED ALONG WITH
TECHNICAL BID)**

1. Certificate of Solvency in original from a Bank as on the date of issue of this RFP.
2. Duly certified profile of the bidder along with the certified true copies of the current share-holding pattern of the Bidder.
3. Certified true copy of the certificate of incorporation / registration of business name from the concerned registrar of companies or the relevant governmental authorities.
4. Certified true copies of the documents pertaining to the constitution of the Bidder such as Certification of Incorporation, Certificate of Incorporation subsequent to change of name if any, Memorandum of Association and the Articles of Association.
5. Certified true copies of the audited financial statements of the Bidder and certificate from Statutory Auditors or Chartered Accountant for the preceding 3/4 financial years **showing annual turnover.**
6. Duly certified list of board of directors/partners/persons in charge of the operations of the Bidder along with the following details (i) name (ii) age (iii) address (iv) qualification and (v) experience, PAN, GST, DIN, CIN, TAN etc..
7. Copies of the requisite authorizations in respect of Clause 4(d) of Schedule I.
8. Copies of the requisite licenses confirming current operation of food outlets at the malls/Airports/Convention/Exhibition centers as specified under specific eligibility criteria.
9. Copies of the valid quality certifications viz. FSSAI Registration etc.
10. In case of Consortium, a copy of the MoU/Agreement entered into by the members for the purpose of this bid shall be submitted.
11. Integrity Pact as per Annexure IV.

SCHEDULE-II: EVALUATION CRITERIA

The Proposal shall be evaluated on the basis of the Technical and Financial Proposal submitted by the Bidder, in the following manner:

The evaluation of the technical proposals submitted by the bidders shall be done in accordance with the bid submission procedure and disqualification terms defined in Clause No.5 “Eligibility Criteria”, and Clause No.6 “Proposal” and Clause No.8 (“Bid Process”) of the Bid Document.

The selection process (the “**Bidding Process**”), for the evaluation of Financial Proposals of short-listed Technically Qualified Applicant, submitted online only through CPP Portal. Financial Proposals will finally be ranked and the Bidder quoting the highest financial proposal shall be selected for award of License (the “**Selected Bidder**”). If the Bidder quoting the highest financial proposal, withdraws his bids or does not sign the License Agreement for any reason, ITPO may, in its, discretion, annul the Bidding Process and the highest bidder's Bid Security shall be forfeited and Bidder **shall be debarred for such a period as deemed fit by ITPO from entering into any kind of association with ITPO.**

SECTION II: PRESCRIBED SUBMISSION FORMS FOR ALL BIDDERS

Section II comprises of the following:

- Form A : Financial Proposal; and
- Form B : Technical Proposal
- Form C : Authorization in favour of the Authorized Signatory
- Form D : Part A - Bid Security Submission Form
Part B – Client Information Form
- Form E : Letter of Undertaking by the Bidder

SECTION II

PRESCRIBED SUBMISSION FORMS FOR ALL BIDDERS:

FORM A: FINANCIAL PROPOSAL

- 1(a) The Bidder shall quote the **Assured Minimum Guarantee (AMG) for the base year** in the format provided as a standard BOQ format with the tender document.
- 1(b) The schedule for AMG payment will depend on actual hand-over. The schedule for AMG deposition shall commence from the date of handing over of the particular location plus four months or when aggregator/ its sub-licensee starts services, whichever is earlier. This calculation shall be done based on area of location mentioned in the tender document depending on actual handover of the locations.
- 1(c) Any deviation/ redesign of the form of Financial Proposal shall result in rejection of the Proposal(s), unless the same is pursuant to an Addendum issued by ITPO.
- 1(d) The licensee shall make payment of License Fee, as defined in the tender document.
2. I am/We are pleased to submit my/our Financial Proposal exclusive of GST in the format provided, as applicable, for grant of license to undertake designing, construction, development, operation and maintenance of F&B facilities as provided in RFP and that may be approved and/or notified, in writing, by the Authority from time to time during the Concession Period at Pragati Maidan, New Delhi.. **The Financial Proposal is given as a standard BOQ format with the RFP.** 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 Proposal shall be rejected.

The above offer is exclusive of all applicable taxes under Applicable Law.

We have carefully read and understood the terms and conditions of the RFP and its Annexures and Addendums (if any) issued by ITPO and we are aware that the Bid Security is liable to be forfeited by ITPO, if we fail to execute the Agreement in the manner and within such time as set out under the RFP.

Instructions to the Bidders:

- (1) All information requested in this form must be complete and accurate. Omission, inaccuracy, mis-statement or failure in submitting this Financial Proposal and any required attachments may be cause for rejection of the bid and debarring of the Bidder from participation in any further RFP of ITPO.

- (2) The Financial Proposal shall be submitted in the standard BOQ format provided with the RFP. The BOQ 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 Proposal shall be rejected.
- (3) All information requested in this form must be complete, accurate and in the form required. The Bidder must fill in all the blanks and must not delete or alter any statement in the Financial Proposal. Failure to comply fully may be cause for rejection of the RFP.
- (4) Bidders are not allowed to amend the Proposals after the bids are opened and are not allowed to withdraw the Proposal without prior consent of ITPO.
- (5) ITPO reserves itself the right to reject the Proposal without assigning any reason thereto. ITPO does not bind itself to accept the highest or any Proposal and reserves the right of accepting the whole or any part of the Proposal and the Bidder shall be bound to provide the services in the manner set out in the Proposal.

Place: _____ Signature: _____

Name: _____

Date: _____ Designation: _____

(Capacity in which signed)

Full Address: _____

[The information entered by the bidder should be typed in English]

FORM B: TECHNICAL PROPOSAL

PART A: GENERAL INFORMATION

(Following information needs to be provided in relation to Bidder, if applicable. and attach separate sheets, if necessary.)

(I) Background Information on Bidder

1. Name of the Bidder

2. Registered Address of the Bidder

3. Year of incorporation of the Bidder

4. Type of Business of the Bidder (with details to be provided)

5. Name and address of directors /shareholders and the percentage shareholding pattern. (Please attach separate sheet, if necessary).

6. Details of any and all on-going disputes / litigation / arbitration with ITPO either directly or indirectly

(II) Track Record of Bidder

- 1A. Number of years of operating in F&B business _____

- 1B. Number and Name of multiple cuisines (international, national and local) currently provided by the bidder _____.

2. Name and addresses of the existing F&B outlets (if any) and the telephone numbers for such outlets. (Please attach separate sheet, if necessary) as per specific Eligibility Criteria. _____

3(a). Audited Minimum Annual Turnover in the preceding three years in F&B business:

FINANCIAL YEAR	Minimum Annual Turnover from F&B business and/or hotel services in India or overseas in 3 out of last 4 years (in Rs.)
2017-18	
2018-19	
2019-20	
2020-21	

3(b). The Bidder is financially capable of carrying out / participating in the Proposal(Yes/No)_____.

3(c). Certificate of solvency from bidder's bank to the minimum extent of Rs.25 Crore ("Certificate of Solvency") attached(Yes/No)_____

(III) Bidders' Status

1. The Bidder applying is Single bidder or Consortium (please specify)_____
2. Consortium Name _____
3. Lead Member Name _____
4. Other Consortium Members Name _____
5. Documents in support of Consortium formed(as per clause 3 of Basic Eligibility Criteria)_____

(IV) Financial Resources of Bidder

1. Authorised Capital : _____
2. Paid-up Capital : _____
3. Information on how the Bidder will obtain the capital/funds needed to finance the Bid Security, Capital Expenditure, the Bank Guarantee and the expected volume of business turnover. (Please attach separate sheet, if necessary).

4. **Capital Expenditure Plan** – The Bidders shall explain the manner in which it will incur the capital expenditure including the amounts involved for the same (Please attach separate sheet, if necessary).

FORM B: TECHNICAL PROPOSAL

PART – B: ROPOSAL ON PRICING AND QUALITY

- (1) We hereby accept and undertake to abide and comply with the guidelines issued by ITPO from time to time in respect of quality and pricing of products should we be awarded the bid.
- (2) We also accept and undertake that we shall charge the Customers reasonable price at par with the prices being charged in the similar F&B setup in the city. In the event of a complaint that prices charged are exorbitant, ITPO shall be entitled to seek such information from us to satisfy itself that the price charged are not exorbitant. We shall also furnish all the required information to ITPO immediately on receiving a communication to the effect from ITPO in writing.
- (3) We accept and undertake to adhere to the prevalent GoI and GoNCTD's Rules, Acts and Guidelines for Pricing and Quality control of food & beverages.
- (4) We also undertake that the price of freshly cooked food items shall be prominently displayed so as to enable the Customers to know in advance the price which may be inclusive/exclusive of GST prominently stated in the price list and price for different cuisine to be so fixed that it is similar to standard of the analogous food chains/restaurants/outlets in Delhi-NCR.
- (5) If in the opinion of ITPO, we fail to comply with the quality and guidelines stipulated above, ITPO may, at its sole discretion, conduct additional quality and price checks at any time by ITPO's authorized officers or may engage the services of a professional auditor(s) or audit company/firm or research company/firm, to ascertain whether there is any other breach or breaches of the stipulated guidelines, provided always that we shall bear all expenses incurred by ITPO in relation thereto.

Authorised Signatory of the Bidder

Name :

Designation :

[The information entered by the Bidder should be typed in English on company's letter head]

FORM B: TECHNICAL PROPOSAL

PART C: PROPOSAL ON CUSTOMER SERVICE

- (1) We hereby accept and undertake that we shall engage/deploy staff suitably dressed & trained in F&B outlets so that the customer service being provided is of world class standard.
- (2) We accept that all the employees engaged by us will always be in proper clean uniforms with identification badges and carry Photo Identity Cards issued by ITPO while on duty.
- (3) We undertake to maintain uniforms for all employees/staff. Selection type, color, style, and dress code of uniforms, including specialty uniforms designated to fit the exact nature of the various operations at the Facilities. Additionally, it is our responsibility to ensure that the condition of the hygiene and appearance of employees meet minimum hygiene and appearance standard.

(Authorized Signatory of the Bidder)

Name :

Designation :

[The information entered by the bidder should be typed in English on company's letter head]

FORM C: AUTHORIZATION IN FAVOR OF THE AUTHORISED SIGNATORY

The Board, after discussion, at the duly convened meeting of [*insert name of Bidder*] (the “**Company**”) on [*insert date and day*], with the consent of all the Directors present and in compliance of the provisions of the laws of its incorporation, passed the following Resolution:

RESOLVED THAT [*insert name*], be and is hereby authorized to enter into and take all the steps required to be taken by the Company to sign the Proposal to be submitted in response to the Request for Proposal dated _____ issued by India Trade Promotion Organisation (“**ITPO**”) to undertake designing, construction, development, operation and maintenance of F&B facilities as provided in RFP and that may be approved and/or notified, in writing, by the Authority from time to time during the Concession Period at Pragati Maidan, New Delhi. including in particular, signing of the Proposal, making changes thereto and submitting amended Proposal, furnishing necessary Bid Security, all the related documents, certified copy of this Board Resolution or letter, undertakings, negotiations with ITPO, participation in pre-bid meetings, and the execution of necessary project related agreements etc., as required to be submitted to ITPO as part of the RFP or such other documents as may be necessary in this regard.

Certified True Copy

Notes:-

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any of the authorized directors of the Company.
2. The contents of the format should be suitably re-worded indicating the identity of the entity passing the resolution i.e. the Bidder.
3. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, a non-resident entity shall submit a certificate signed by its authorized director certifying that the resolution has been provided in compliance with the applicable local laws outside India and that this format has been modified only to the limited extent to comply with applicable foreign law.

FORM D: PART – A: BID SECURITY SUBMISSION FORM

[On the letter head of the Bidder]

We *[please insert the name of the Bidder]*, hereby enclose our Bid Security for a sum of **Rs.35.00 Lakh (Rupees Thirty Five Lakh only)** vide a demand draft dated _____ bearing no. _____ drawn upon _____ payable in favour of “ITPO, New Delhi along with our Proposal.

We state that we have read and understood the terms and conditions set out under the RFP and understand that the Bid Security furnished by us may be refunded without any interest thereon in case we are not selected for the award of License.

We further acknowledge and agree that the Bid Security furnished by us is liable to be forfeited if:

- a. We, without ITPO’s prior written consent, withdraw our Proposal during the Proposal Validity Period; or
- b. If we fail to fulfill the conditions of award as set out under the Letter of Intent to Award in case we are issued the Letter of Intent to Award; or
- c. We fail to execute the License Agreement within the period notified as per Clause 9.3 *[Conditions of Award of License]* of the RFP; or
- d. If prior to the execution of the License Agreement, it is found that any of the declaration made by us is/are wrong, incorrect or misleading.

In case the Bid Security is to be returned to us, you are requested to kindly forward the same to us at the following address:

Kind Attn: Mr./Ms. *[Please insert the name of the concerned person]*

Address: *[Please insert the complete address]*

Authorised Signatory of the Bidder

Name :

Designation :

FORM D: PART – B: CLIENT INFORMATION FORM

Bidder Information Form (Separate Sheet for Consortium Members, if any)

Customer Category	:	
(For internal use only)		
CLIENT INFORMATION FORM		
<u>CLIENT CREDENTIALS</u>		
NAME OF THE PARTY	:	
CONTACT PERSON	:	
MAILING ADDRESS	:	
(PIN No. Mandatory)		
BILLING ADDRESS	:	
(PIN No. Mandatory)		
CONTACT NO.	:	
CONTACT NO.	:	
-Landline		
-Mobile		
FAX NO.	:	
E-MAIL	:	
E-MAIL1	:	
PAN	:	
(Enclose Copy of PAN Card)		
TAN No.	:	
PAN No.	:	
DIN No.	:	
CIN No.	:	
GST No.	:	
Registration certificate of E.P.F.O. & E.S.I	:	

[All information are mandatory to be filled and typed in English]

FORM E: LETTER OF UNDERTAKING BY THE BIDDER

*[This undertaking shall be provided by the Bidder]
[On the letter head of the Bidder]*

[Date]_____

Subject: License to undertake designing, construction, development, operation and maintenance of F&B facilities as provided in RFP and that may be approved and/or notified, in writing, by the Authority from time to time during the Concession Period at Pragati Maidan, New Delhi.

Capitalized terms used herein and not defined shall have the meaning ascribed to them under the Request for Proposal dated ("RFP").

We [please insert the full name of the Bidder] hereby declare and confirm that we have read and understood all the terms and conditions of the RFP including the specific conditions of RFP, the Schedules and the Annexures therein and we hereby confirm the said terms and conditions are acceptable to us.

We declare and confirm that we satisfy, and are compliant with, the Eligibility Criteria as set out under Schedule-I to the RFP.

We undertake to execute the License Agreement in the manner and within such period as may be required by ITPO and further undertake to abide by the terms and conditions of the Letter of Intent to Award and the License Agreement, in case we are declared as Selected Bidder.

We declare that there is no pending, active, previous or threatened litigation against us in relation to or in connection with the operation of the outlets being run by us across India or anywhere else that (i) materially affects our subsistence; or (ii) would prevent us from making the Proposal or executing the License Agreement and fulfilling the terms and conditions of the same in the event that we are the Selected Bidder.

We further declare and confirm that we are aware of the required Approvals and other clearances to be obtained for undertaking our obligations for commencing and operating the Outlet(s) under the Applicable Laws and undertake to procure the same in a timely manner for the License to be effective.

We further declare and confirm that we have never been debarred/ blacklisted by ITPO or any Govt Department/PSU pursuant to any business activity undertaken with them.

We further declare and confirm that (i) making and submission of Proposal under RFP; (ii) acceptance of Letter of Intent to Award; (iii) execution of the License Agreement and thereby undertaking our obligations to undertake designing, construction, development, operation and maintenance of F&B facilities as provided in RFP and that may be approved and/or notified, in writing, by the Authority from time to time during the Concession Period at Pragati Maidan, New Delhi. does not infringe in any manner, whatsoever the existing contracts that we have entered into as on the date of the RFP.

We confirm that no benefit, either in cash or in kind, has been provided by us to any officer or employee, or any relative/associate of any officer or employee of ITPO or any of its associate companies, in order to secure the License, and undertake not to provide any benefit, either in cash or in kind, to any such officer/employee/relative/associate as a reward or consideration either for securing the License or any other matter relating to this RFP.

We accept that in the event that the documents submitted by us along with the Proposal are found by ITPO to be inadequate/ false/ incorrect/misleading/ incomplete, the Proposal may be rejected by ITPO without assigning any reasons thereof. In addition, ITPO reserves its right to prohibit us from participation in any further tenders/bids of ITPO.

We acknowledge that ITPO reserves itself the right to reject the Proposal without assigning any reason thereto. We further acknowledge that ITPO is not bound to accept the highest or any Proposal.

We acknowledge that ITPO may share the Proposal and any other information provided by us during the Bid Process or at any time thereafter with its advisors and agents, and we consent to the same.

Upon being issued the Letter of Intent to Award, we undertake to (a) fulfill the conditions specified in the Letter of Intent to Award; (b) furnish the Performance Bank Guarantee; (c) furnish the Corporate Guarantee; (d) such other undertakings as are prescribed to be issued under and in accordance with the License Agreement and/or the Letter of Intent to Award; (e) execute the License Agreement upon completion of the conditions specified in the Letter of Intent to Award; (f) ensure compliance with our obligations as per the terms and conditions of the Agreements and be liable and responsible for such compliance.

We confirm that this RFP is confidential and personal to us and we will not disclose any information set out in this RFP to any person, association of persons or body corporate, except as permitted by ITPO.

[Name of the Bidder]

Address :

Tel no (Office):

Authorized Signatory

Name and Designation:

SECTION III: DEFINITIVE FORMATS FOR SUCCESSFUL BIDDER

DEFINITIVE FORMAT-1: LICENSE AGREEMENT

INDIA TRADE PROMOTION ORGANISATION

LICENSE AGREEMENT

To undertake designing, construction, development, operation and maintenance of F&B facilities as provided in RFP and that may be approved and/or notified, in writing, by the Authority from time to time during the Concession Period at Pragati Maidan, New Delhi.

THIS LICENSE AGREEMENT (“Agreement”) made and executed at _____
on this _____ day of _____ 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
Shri/Ms. _____, (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

M/s. _____ having its registered office at
_____, represented by Shri/Ms
_____, (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 has undertaken to re-develop its landmark exhibition ground Pragati Maidan into a modern, state-of-the-art iconic International Exhibition-cum-Convention Centre (IECC) in two phases, bringing it at par with the best Exhibition and Convention Centres across the world. The location is a 'Public Premises' as defined under the Public Premises (Eviction of Unauthorized occupants) Act, 1971.
- (b) The Licensor with the objective to provide a wide range of quality cuisines, fresh and sustainable meals which are served in hygienic and comfortable ambience to enhance the overall exhibition/convention experience to exhibitors and bonafide visitors to Pragati Maidan as specified in tender documents, is desirous of awarding the license to undertake designing, construction, development, operation and maintenance of F&B facilities as provided in RFP and that may be approved and/or notified, in

writing, by the Authority from time to time during the Concession Period at Pragati Maidan, New Delhi.

- (c) The Licensor in order to meet the high standards of the food & beverages requirements of visitors to Pragati Maidan, desires to license the “Locations” for selling / serving **combination of International, Indian and local cuisine/food** (type of the food to be served) invited offers to operate such a facility in Exhibition Complex at IECC in Pragati Maidan vide Tender Notice dated _____.
- (d) Pursuant to the above, the Licensor prescribed the technical and financial terms and invited online bids from the intending bidders in terms of the Request for Proposal dated _____ (the “RFP”).
- (e) The Licensee in response to the Tender Notice released by the Licensor, has made an offer and applied for a license to operate F&B outlets in Exhibition Complex at Pragati Maidan, New Delhi to sell / serve **combination of International, Indian and local cuisine/food** (type of the food to be served) for a period of **10 years i.e. from _____ To _____** and can be **renewed/extended for a further period of 5 (five) years** subject to successful and satisfactory running of outlets and financials notwithstanding any dispute between Licensor and the Licensee. **In case, ITPO decides to extend the contract for further 5 years**, The AMG for the 11th contract year, if the contract is extended, will be 115% of the 10th year AMG or ‘25% of Gross Operating Revenue’ in the 10th contract year, whichever is higher. There will be further increase of 15% on the preceding financial year’s fixed Annual Minimum Guarantee (AMG) for each subsequent financial year in last four (04) financial years of the contract.
- (f) After evaluation of the offers received, the Licensor has accepted the Proposal and offer received from _____ {Name of the Selected Bidder [Consortium comprising of _____ and _____ (collectively the “Consortium”) with _____ as its Lead member]} and issued a Letter of Intent to Award dated _____ (hereinafter called the “LOIA”), prescribing inter alia, the terms and conditions of execution of this License Agreement.
- (g) As per the requirements of the RFP, the Selected Bidder has incorporated a wholly owned subsidiary as a Company to act as the Licensee under this Agreement.
- (h) The Licensor and Licensee both are desirous of recording the finally agreed terms and conditions of the License in writing. The Selected Bidder in response to Letter of Intent to Award dated _____ has submitted his/her/its/their acceptance in entirety to the terms & conditions of the Licensor for operation of F&B Outlets in Exhibition Complex at Pragati Maidan, New Delhi vide letter dated _____.
- (i) The RFP and LOIA would form integral part of this License Agreement.

(j) In accordance with the aforesaid process and relying upon proposal, offer and warranties made by _____ (Name of the Selected Bidder), the Licensor has agreed to accept _____ (Name of the Selected Bidder) as the Licensee for the purpose of designing, construction, development, operation and maintenance of F&B facilities as provided in RFP and that may be approved and/or notified, in writing, by the Authority from time to time during the Concession Period at Pragati Maidan, New Delhi subject to and in accordance with the terms and conditions set out in this Agreement.

(k) The terms and conditions contained in this RFP, LoIA, Corrigendum (if any) authorizing executants(s) to sign/enter into agreement with the Licensor (ITPO), shall be integral part of this Agreement.

Capitalised terms used but not defined herein shall have the meaning ascribed to such term in the RFP.

IN WITNESS WHEREOF THE parties hereto have set their hands on this _____ day of _____, 2022 first hereinbefore mentioned.

Signed and delivered on
Behalf of Licensor

Signed and delivered on
behalf of the Licensee

By _____

By _____

WITNESS 1

Signature

Name

Address

WITNESS 1

Signature

Name

Address

WITNESS 2

Signature

Name

Address

WITNESS 2

Signature

Name

Address

TERMS AND CONDITIONS OF THE LICENSE

1. **OBJECTIVE**

- 1.1 The Licensee shall undertake designing, construction, development, operation and maintenance of F&B facilities as provided in RFP and that may be approved and/or notified, in writing, by the Authority from time to time during the Concession Period at Pragati Maidan, New Delhi. 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 Food & Beverage Outlets and / or inside Pragati Maidan shall be used by the Licensee.**

1.2 **Definitions**

In this Agreement, the following expressions shall have the meaning stated herein:

“Affiliate” shall mean, with respect to any person, any other person directly or indirectly Controlling, Controlled by or under common Control with such first person.

“Applicable Laws” means all applicable laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India or such other territorial jurisdiction outside India, by any authority, including any Governmental Authority, including any revisions, amendments or re-enactments including without limitation statutes, rules, regulations, bye-laws, policies made thereunder, judgments, decrees, injunctions, writs, orders issued by any court of record or other requirement or official directive of any Governmental Authority or any person acting under the authority of any Governmental Authority or any statutory authority, including any notification issued by the Reserve Bank of India or by any Governmental/Statutory Authority, as may be in force and effect during the subsistence of the License Agreement.

“Approvals” means all authorizations, consents, approvals, including any statutory approvals, notifications and permissions and any license, permit, ruling, exemption or other authorization of whatsoever nature which is required to be obtained under Applicable Laws for or in respect of this RFP and the License Agreement, and all other approvals as may be required to execute, give effect to, and perform its obligations under the License Agreement including but not limited to the approvals and consents required from ITPO or any other authority pursuant to this Agreement, including any third party approvals as may be required by the Licensee (as hereinafter defined).

“Charges” shall mean as detailed in Data Sheet of the License Agreement, which shall be payable by the Licensee to ITPO/authorized representative of ITPO.

“Consumer” shall mean all such persons to whom the F&B Outlets will cater to all type of visitors to Pragati Maidan.

“Control” with respect to any person, shall mean

(a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by agreement or otherwise; or

(b) the power, direct or indirect, to elect or appoint majority of directors of such person; or
(c) the possession, directly or indirectly, of voting rights or interest of more than 50% in such person;
and "Controlling" and "Controlled by" shall be construed accordingly

“Day” or “day” means a calendar day of 24 (twenty four) hours measured from midnight to the next midnight as per Indian Standard Time.

“ITPO” means India Trade Promotion Organisation.

“Food & Beverage” or “F&B” shall mean any substance, whether processed or partially processed, which is intended for human consumption and includes packaged drinking water, non-alcoholic beverages but does not include any animal feed, live animals unless they are prepared or processed for placing on the market for human consumption, plants prior to harvesting, drugs and medicinal products, cosmetics, narcotic or psychotropic substances.

“Food & Beverage Business” shall mean any commercial undertaking, registered under the Applicable Laws, carrying out the activity of sale of F&B Items to Consumer and may also include preparation of items at the specified places.

“F&B Items” shall mean good quality, edible/ potable hot and cold beverages, vegetarian and non-vegetarian food items including snacks, fast foods, desserts, packaged food and beverages, etc. of international/national/local food cuisines for sale at the F&B Outlets and such other items as may be approved by ITPO from time to time.

“Development Period” means the period in respect of each Location(s), commencing on the date of handing/taking over of the Location(s) **as per the specified timeline** and expiring on the One Hundred and Twenty (120th) day, unless extended by ITPO at its sole discretion.

“GoI” means the Government of India and any agency, authority (including regulatory authority), department, inspectorate, ministry or statutory person (whether autonomous or not) under the control and direction of the Government of India.

“GoNCT” means the Government of National Capital Territory and any agency, authority (including regulatory authority), department, inspectorate or statutory person (whether autonomous or not) under the control and direction of GoNCT including but not limited to Municipal Corporation of Delhi, BSES, Transport Department of Govt. of NCT of Delhi.

“Good Industry Practice” means the exercise of the highest degree of skill and diligence, efficiency, reliability, prudence and those practices, methods, specifications and standards of equipment, safety, services and performance as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced operator engaged in providing similar type of facility, the type, nature and scope similar to that provided under the License Agreement.

“Governmental Authority” means any government authority, statutory authority, government department, ministry, secretariat, agency, commission, board, tribunal or court or other law making body/entity having or purporting to have jurisdiction on the parties to the License Agreement, including the GoI or GoNCT or any other regulatory authority appointed by the GoI or GoNCT having jurisdiction in relation to the subject matter of the License Agreement under Applicable Laws, Ministry of Commerce and ITPO.

“GOR” shall mean Gross Operating Revenue.

“Highest Bidder” shall mean the Bidder quoting highest rates in BoQ.

“IECC” means International Exhibition-cum-Convention Centre

“IECC Visitors” shall mean the visitors, persons using or involved in activities at, or in connection with or in relation to the Exhibition Complex to whom the facilities of Outlet(s) shall be provided by the Licensee in accordance with the terms of the License Agreement.

“ITF” shall mean India International Trade Fair.

“License” means the rights granted to the Licensee pursuant to the execution of the License Agreement for designing, construction, development, operation and maintenance of F&B facilities as provided in RFP and that may be approved and/or notified, in writing, by the Authority from time to time during the Concession Period at Pragati Maidan, New Delhi, in accordance with the terms and conditions of the License Agreement.

“License Fee” shall mean fixed Annual Minimum Guarantee (AMG) or 25% of the Gross Operational Receipts (GORs), whichever is higher, as defined in the tender document.

“License Term” means the period commencing from the Effective Date and ending on the End Date, unless terminated earlier in accordance with the terms and conditions of the License Agreement.

“Licensed Premises” or “Location” or “Premises” shall mean specified premises at Exhibition Complex at Pragati Maidan, to be granted to the Licensee under the terms of the License Agreement for the purposes of designing, construction, development, operation and maintenance of F&B facilities as provided in RFP and that may be approved and/or notified, in writing, by the Authority from time to time during the Concession Period at Pragati Maidan, New Delhi as per the terms of the License Agreement.

“Licensor” means ITPO or its subsidiary ITPO Services Ltd. (ISL).

“Month” means a Gregorian calendar month.

“Net Sales” mean the total sales earned at a F&B Outlet in a Month less applicable taxes payable by the Licensee with respect to the transactions contemplated under the License

Agreement. However, any tax applicable with respect to the grant of right to use the Location(s) shall be solely borne by the Licensee and shall not be deducted for the purpose of computation of Net Sales.

“Outlet(s)” or “F&B Outlet(s)” shall mean the food and beverages outlet(s) financed, set up, operated, maintained and managed by the Licensee in accordance with the Concept and Category for sale of F&B Items to the Consumers as per the terms of the License Agreement.

“Performance Bank Guarantee” shall mean bank guarantee equivalent to average twelve months Assured Minimum Guarantee (AMG) with an escalation as per tender document in the form of Bank Guarantee favoring ITPO, New Delhi payable at New Delhi with validity of one year beyond the License period to be submitted in the format as provided in Definitive Format-2 in Section III of the RFP.

“Permitted Purpose” shall mean setting up **at its own cost**, operating, maintaining and managing F&B Outlet(s) inside IECC and serve/sale wide range of quality cuisines, fresh, sustainable and inspired meals in hygienic and comfortable ambience to enhance the overall exhibition experience.

“Step Down Agreements” shall mean the sub-license agreements, the franchisee agreement or other agreements, by whatever name called, to be executed among the Licensee and other third party, with respect to setting up at its own cost, operations, maintenance and management some but not all of the F&B Outlets for ensuring availability of a wide variety of cuisines and F&B brands at the IECC for the Consumers.

“Sub-Licensee” shall mean such persons with whom the Licensee has executed the Step Down Agreements;

“Year” shall mean a period of 12 (twelve) months commencing from the period commencing from the Effective Date.

2. SCOPE OF THE LICENSE

- 2.1** Relying and acting upon the Proposal submitted by the Selected Bidder in response to the RFP, and the representations, warranties and covenants of the Licensee as more particularly set out hereunder, the Licensor hereby agrees to grant to the Licensee, the right to undertake designing, construction, development, operation and maintenance of F&B facilities as provided in RFP and that may be approved and/or notified, in writing, by the Authority from time to time during the Concession Period at Pragati Maidan, New Delhi on the terms set forth in this Agreement and the Licensee hereby accepts the same on such terms and conditions as contained herein. The layout of the Location(s) is enclosed at Appendix-I. The Licensor shall allow the Licensee and its authorized personnel, access to the Location(s) to perform, execute and implement the License. It is clarified that neither the License nor the access rights in relation to the Location(s) shall create any rights, interest, easement, tenancy or sub-tenancy in favour of the Licensee in or over or upon the Location(s) or transferring any interest therein, in favour of the Licensee other than the permissive right of use, hereby granted. The Licensor shall be in exclusive possession and full charge and control of the Location(s) at all times and the Licensor shall at all times have free and unobstructed access to the Location(s). In consideration of the License granted by the

Licensor, the Licensee agrees to pay to the Licensor, the License Fee and to perform all such obligations as the Licensee is required, in the manner and upon the terms and conditions as set out under this Agreement.

- 2.2 For ITPO fairs and the fairs co-organized by ITPO, the licensee with the prior permission of ITPO may be provided free bare space on non-exclusive basis inside the exhibition halls, at the designated space, for serving only pre-cooked snacks & beverages. The space allotted for the purpose would be 24 sq. mtrs. and the space would be reviewed on fair to fair basis by ITPO depending upon the availability of space (unsold area) for each hall in the Exhibition Halls. The licensees shall bear the charges for various utilities. Payment for utility charges has to be made in advance/ within a period of 15 days from the date of invoice, as per demand raised by the licensor. If payment is not received in advance/ within the stipulated period of 15 days, interest @ 9% per annum applicable from the 16th day from the date of the invoice shall be chargeable on the invoice amount, till the date of actual remittance of the utility charges` dues.
- 2.3 The Licensee shall get all the layouts, elevation, section, furniture specification and 3-D views of the planned construction to the Licensor for approval, before ordering any material or starting construction **within 45 days from date of acceptance of the LoIA.**
- 2.4 The Licensee shall be responsible for obtaining all Approvals as may be required for the operations of the Food & Beverages Outlets. The Licensee shall procure all such Approvals as necessary as per Applicable Laws, including structural design approval from the Licensor.
- 2.5 The capital expenditure incurred on account of construction and set up of the F&B Outlets at the Location(s) shall be borne by the Licensee, and the Licensee shall not be entitled to any claim/compensation whatsoever in respect of such construction and furnishing either at the time of expiry or termination/revocation of the License Agreement **but the benefit of such constructed structure shall accrue to the Licensor and such structure shall become the property of the Licensor.** The Licensee shall deliver the possession of the Locations / structure **so constructed** in good condition and in peaceful manner along with fittings, if any. Further, the Licensee shall remove its / their goods, equipments, furniture and other **movable** material from the Locations **within fifteen days of expiry of the License, after settlement of all the outstandings,** failing which the Licensor reserves the right to remove such goods /materials at the cost and risk of the Licensee and demand payment for the removal and to also impose suitable penalty plus applicable GST/Taxes. If such payment is not made within 10 days of the demand being made, the Licensor shall be at liberty to dispose of the goods /materials of the Licensee by public auction to recover the cost/and penalty. Further all the malba/wastage created/generated during the construction/designing shall be removed by the Licensee at its own cost as the Licensee is required to hand-over the structure at the time of expiry/revocation/termination of the License. It is clarified that the Licensee shall not be permitted to create any encumbrance over the Locations in favour of lenders.
- 2.6 The Licensee agrees and acknowledges that prior to the execution of this Agreement, it has made a complete and careful examination and an independent evaluation of the business opportunity and operating conditions at the Pragati Maidan Complex and has

determined the nature and extent of the difficulties, costs, risks and hazards that are likely to arise or may be faced by it at present as well as in the course of the performance of its obligations under this License Agreement. The Licensee further acknowledges that except as may be particularly set out hereunder, the Licensee does not rely on any representations made by the Licensor, at any time whatsoever, and that the Licensee has made its own independent evaluations for entering into this Agreement. The Licensee further acknowledges and agrees that the Licensor has neither guaranteed nor guarantees, in any manner express or implied, the scope of the business and the Licensee shall not have any right (and hereby waives any such rights) to bring any claim against, or recover any compensation or other amount from the Licensor and the Licensor has made no representation as to the suitability or profitability of the same.

- 2.7 Additional space, if any required by the licensee, apart from the ones already licensed under this contract, for the purpose of setting-up temporary buffets, F&B service counters etc. during any trade related events may be taken on paid basis from the licensor on temporary basis. The other utility services' charging procedures, applicable charges and other terms & conditions governing such temporary licensing shall be the same as mentioned for the Locations in this RFP or the rates for such temporary licensing shall be fixed by the Licensor and the licensee shall be obliged to take the additional space at the rates fixed by the licensor for such purpose. Payment for such additional license fee and utility charges has to be made in advance/ within a period of 15 days from the date of invoice, as per demand raised by the licensor. If payment is not received in advance/ within the stipulated period of 15 days, penal interest @ 9% per annum applicable from 16th day of the date of invoice shall be chargeable on the invoice amount, till the date of actual remittance of the penal dues. In case dues still remain unpaid, ITPO after two months 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.
- 2.8 **Currency:** Bidders shall express all amounts mentioned in their proposal in Indian Rupees (INR) only.
- 2.9 **Spiral/ Hard Bound Copies:** Prequalification & Technical Proposal should also be submitted in spiral/hard bound copies, should include the checklist provided, and should be indexed, with all pages serially numbered.
- 2.10 **Proposal Language:** 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 Licensee.
- 2.11 **AMG Depositions/GOR Division Procedures:**
- a) In consideration of the mutual obligations assumed it is agreed that the Gross Operating Revenue as defined in and determined in accordance with the provisions set out in tender document hereto, shall be divided between the Parties on the basis that ITPO's part shall be 25% and licensee's part shall be 75%, in

case 25% of GOR value exceeds the AMG determined as per relevant provisions of RFP for each contractual year.

- b) The above division between the Parties as in tender document is subject to payment by [LICENSEE] to ITPO of an Assured Minimum Guarantee (AMG) for each Financial Year during the Term, including payment of the minimum guaranteed annual sum proportionately for any truncated period.
- c) The Assured Minimum Guarantee (AMG) has to be deposited by the Licensee in advance on quarterly basis i.e. upto 25th day of the preceding month of the beginning of the quarter under this agreement along with applicable GST and/or other taxes. The AMG has to be paid as per the schedule defined in the RFP depending on the roll-out of the F&B location and their corresponding actual handover. The Licensee shall and shall cause the Sub-Licensee(s) to submit to the Licensor, audited statement (in the format approved in writing by the Licensor) from a Chartered Accountant on **quarterly** basis (to be itemized as per RFP) showing GOR and net sales earned from F&B Outlets from each of the Locations, not later than 30 (thirty) days after the end of each **quarter** (or part thereof where applicable). If ITPO's proposed share of GOR exceeds the AMG value for that particular quarter, ITPO will raise invoice for the differential amount and the Licensee shall be liable to make corresponding payments within a period of 15 days from the date of issue of invoice and shall be liable to pay interest @ 9% per annum from the 16th day of issuance of the said invoice. The electricity, PNG and water connections shall also be disconnected forthwith. The claim of the Licensee to the goods lying at the Locations would not be entertained. In case of sub-license by the Licensee, the amount of license fee shall be paid by the main licensee with whom Licensor has entered into contract.
- d) Credit facilities to any person, if allowed by [LICENSEE], shall be at the sole discretion of [LICENSEE] and ITPO shall not be responsible for any bad debts.

2.12 Ownership of Logos, Names and Marks Clause:

- a) All designs, concepts, names, marks, brands, logos and other intellectual property rights which may come to be used in operation and management of the Facilities including but not limited to the goodwill and the names and logos of the Facilities and ITPO's name and logos will be the sole and exclusive property of ITPO and all rights therein will belong solely to ITPO and [LICENSEE] or other person claiming for or on behalf of or through [LICENSEE] shall have no interest, right or claim whatsoever therein or thereto. [LICENSEE] is only permitted to use the said intellectual property rights for purposes of operation and management of the Facilities under this Agreement and for the Term thereof and such permission is subject to the strict adherence by [LICENSEE] to the terms and conditions of this Agreement. [LICENSEE] declares that [LICENSEE] has not registered or applied for registration and shall not register or apply for registration of whole or part of any of the designs, concepts, names, marks, brands, logos and other intellectual property rights used in operation and management of the Facilities including but not limited to the names and logos of the Facilities. [LICENSEE] shall take all such steps and sign all such documents including but not limited to agreements, applications etc. as may be required by ITPO at ITPO's cost for purposes of

registration of any of the said intellectual property rights or otherwise in connection with the said intellectual property rights. For the avoidance of doubt, [LICENSEE] will support ITPO in every way to register the intellectual properties, but cost towards the same will be borne by ITPO. [LICENSEE] shall not use or permit use of the said intellectual property rights except as provided in this Agreement. [LICENSEE] shall also forthwith inform ITPO of any violation or infringement of any of the said intellectual property rights, and shall provide all assistance required by ITPO in pursuing its remedies in law for such violation including by joining ITPO in any complaint, suit etc. filed for the same, at ITPO's costs and expenses.

- b) In relation to the FACILITIES [LICENSEE] is permitted to use [LICENSEE]'s name for the limited purpose of describing itself as the LICENSEE or manager of the FACILITIES. [LICENSEE] undertakes that in the event it desires to use any of its intellectual property rights such as its logo in the Facilities, it shall do so only after taking prior written permission from ITPO.
- c) [LICENSEE] shall ensure that in the operation and management of the Facilities including in all programmes, events, functions and activities whatsoever held in ITPO complex, the name "India Trade Promotion Organisation", ITPO logos and Facilities' names and logos are given the fullest prominence and publicity including but not limited to the stage/podium/platform, print and publicity materials, advertising, and on social media/Internet etc. ITPO permits [LICENSEE] to use ITPO's name and logos only for the aforesaid purposes and only during the subsistence of this Agreement.
- d) [LICENSEE] undertakes that it shall forthwith cease using and shall not use any of the said intellectual property rights including but not limited to the goodwill and the names and logos of the Facilities and ITPO's name and logos upon the expiry of this Agreement or its sooner termination. [LICENSEE] also undertakes to sign all such documents including but not limited to agreements, applications etc. as may be required by ITPO at ITPO's cost.

2.13 Gross Operating Revenue (GOR): shall mean all revenues of every kind from the operation of the 'LOCATIONS' earned by Licensee and other third parties who have executed the Step Down Agreements with Licensee, including without limitation, all revenues from guests and/or from utilization /rendering of services in the said 'LOCATIONS' determined in accordance with the accrual system of accounts.

- (i) The Gross Operating Revenue (GOR) shall include the following:
 - a. Earnings from sale of food, non-alcoholic beverages and alcoholic beverages. It shall also include the sale of appetizers, snacks, desserts, menu add-ons, bakery items, starters, meal package etc.
 - b. Revenues from venue food, catering, mini-bar, etc. Venue Food revenue encompasses the proceeds from selling food and non-alcoholic/ alcoholic beverages from the F & B facilities, restaurants, bakeries, snack shops, etc. in Pragati Maidan. Catering revenue refers to such sales in the exhibition halls. Mini Bar revenue includes sales of packaged items (soft drinks, bottled water, candy, snacks, etc.) that are stored in vending machines.

- c. Revenues on account of off-premise catering, delivery & drive-through facilities and for food prepared in/ delivered from Pragati Maidan premises.
- d. Revenues from individual, group of people, companies/ firms, group of associations, bulk bookings, advance bookings, any celebration bookings, etc.
- e. Income on account of service charge, surcharge, guest charge, sale of merchandise, membership subscriptions, gift cards, discount vouchers, loyalty programs, promotional vouchers/ loyalty cards/ advantage card/ club card/ rewards cards/ points card, etc. by whatever name called.
- f. Commission/ agency charges earned for transactions in relation to F&B services between the service provider and the event organizers/ participants of events at Pragati Maidan.
- g. Receipts in cash (physical/ digital) or in kind due to any services rendered in/ from Pragati Maidan premises.
- h. Earnings on account of electricity/ power/ water/ gas charges etc.
- i. Other revenues/ incomes/ receipts/ earnings fetched directly from the facilities/ space provide in/from Pragati Maidan.
- j. Space Rent from sub-letting

(ii) The following shall be excluded:

- a. GST, VAT, Excise duty, any such other indirect taxes.
- b. Cash/ trade discounts applied before sales.
- c. Sale/ provision of complimentary items/ eatables/ services and delivery charges
- d. Earnings from scrap disposal and profit on sale of assets of the aggregator/ contractors/ sub-contractors.
- e. Receipt of reimbursement of expenses such as electricity, water, kitchen fuel, internet, publicity, transportation, etc.
- f. Interest income from bank deposits or similar indirect incomes
- g. Tax refunds
- h. Value of closing inventories
- i. GoR of sub-licensee recorded in the books of sub-licensee
- j. Compensation paid by ITPO for authorizing third-party organisers for outside caterers.

(iii) No deductions shall be allowed on following indicative but not exhaustive accounts:

- a. Waiver of dues or bad debts or discounts after sales.
- b. Penalty/ taxes/ late fees/ interest/ fine levied by any concerned authorities for any default by the aggregators/ contractor/ sub-contractors
- c. Running/ variable and fixed expenses such as electricity, power, water, kitchen fuel, transportation, publicity, conservancy, cleaning and dishwashing supplies, garbage disposal costs, glassware, utensils, crockery, cutlery, packing, laundry, dry cleaning, training, uniform costs, fire safety, security, telephone, internet etc.
- d. Cost of Insurance, liquor license, other license costs, permit fees, etc.
- e. Any capital expenditure on purchase of machinery, equipment, furniture, devices, intangible assets etc. or repairs & maintenance of the facilities or outlets

- f. Depreciation or amortisation or impairment of tangible/ intangible assets and loss on sale/theft of assets.
- g. Loss on account of any theft/ pilferage/ burglary/ fraud/ mischief/ misappropriation of funds/ natural calamity/ any other manual or natural mishaps.
- h. Payments to ITPO for space rent/ minimum guarantee fee/ revenue share
- i. Any other expenses of revenue or capital or provisional nature incurred to earn the revenues in list in '(i)' and '(ii)' above.
- j. Value of opening/ lost inventories.
- k. Income Tax or any other direct taxes.

(iv) The operator/ aggregator may be required to record the revenue with the following segregations in order to be properly tracked and benchmarked:

- a. component of food, non-alcoholic beverages and alcoholic beverages separately
- b. hall-wise breakup and food-court wise breakup
- c. outlet-wise break-up
- d. venue food, catering, delivery, drive-through
- e. Nature of service such sales of food/ beverages, discounts, service charge, membership subscriptions, etc.

2.14 List of cost and expense heads to be incurred by licensee in rendering, inter alia, internal maintenance and janitorial and security and other services, including programmes/events, as required for the management and operation of the facilities:

- i) Repair; Maintenance & Upkeep.
- ii) Janitorial Expenses.
- iii) Security & Valet.
- iv) Credit Card related expenses.
- v) Marketing, Promotional & Business Development expenses to achieve optimum utilization of levels of revenue earning areas.

Illustrative Details:-

- i) Repair; Maintenance & Upkeep - All carpentry, plumbing, painting, polishing materials & equipment. - Engineering & maintenance disposables like washers, fuses, screws, nails, bulbs, tubes LED fittings etc. and routine maintenance expenses in maintaining all gadgets & appliances (like elements, cells, batteries, etc.)
- ii) Janitorial Expenses - All cleaning material – soap, liquid, powder, detergents, polishing material like brasso, etc. - Cleaning equipment like buckets, bins, brooms, dust pans, mops, brushes, dusters, garbage bags & bins, sponge, squeeze, scrubbers, steelwool, etc. - Sanitizing material like dettol, odonil, naphthalene balls, air freshener, etc.
- iii) Security & Valet.

- iv) Credit Card related expenses Credit Card commissions.
- v) Marketing, Promotional, Business Development, Arts/Culture Programmes / Events expenses to achieve optimum utilization of levels of revenue earning areas. - All sales promotion related brochures, mailers, tariff sheets etc. - All costs related to advertisements like artwork, bromides, actual ad release, agency costs, etc. - All artwork & printing etc. costs related to brochures, mailers, flyers, etc. - All Sales Promotion costs like entertainment, artists fees, Speakers, demonstrations, Shows, Concerts, Plays, Band, Films, Consultants, Advertising / PR Agencies, press releases / conferences, expenses related to personnel & sales calls etc. - Participation fees in various Conventions, Exhibitions, Shows etc. - Sales promotional material related expenses like photography, slides, mailing expenses, etc.

All printing & stationery items & related costs under each of these heads. All salaries and other direct costs of personnel in the above five departments or sub- contractors charges (including uniform & laundry cost) thereof would be an integral part of the total amount under these expenses heads. All costs related to staff in these departments – i.e. salary, PF, ESI, etc. Licensee will forward to ITPO all the copies of the subcontracts entered into by it with the above mentioned departments.

(Note: The above is only an illustrative list and may also include other similar items under these five expenses heads.)

3. **TERM OF LICENSE**

- 3.1 The term of the License will be **10 (Ten) years** from _____ and shall expire on _____ (“**License Term**”) unless earlier terminated/cancelled/revoked by the Licensor. **The License Term can be renewed/extended for a further period of 5(five) years** subject to successful and satisfactory running of the F&B Outlets and financials notwithstanding any dispute between Licensor and the Licensee. In case, ITPO decides to extend the contract for further 5 years, The AMG for the 11th contract year, if the contract is extended, will be 115% of the 10th year AMG or `25% of Gross Operating Revenue` in the 10th contract year, whichever is higher. There will be further increase of 15% on the preceding financial year’s fixed Annual Minimum Guarantee (AMG) for each subsequent financial year in last four (04) financial years of the contract.
- 3.2 The Licensee shall be deemed to have vacated the Locations within **fifteen days** after termination or expiry of the License Period and shall thereafter have no right to access the Locations, unless he has been permitted by the Licensor to access the Locations beyond the said period. In such cases, the Licensor will be at liberty to deny entry of Licensee into the Locations and get the Locations vacated by all means 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 Locations if the possession of the Locations is not handed over after the expiry or termination/ cancellation of Agreement.
- 3.3 On expiry/revocation/cancellation/termination of the License, the Licensee shall hand over peaceful vacant possession of the Locations in good condition to the Licensor in the original format which has been handed over to the Licensee at the time of taking

possession of the Locations without damaging Licensor's property along with necessary fittings etc. failing which Licensor shall take over possession, after due notice to the Licensee and the Licensee shall then not have any claim on the goods left in the Locations. The Licensee shall not be entitled to any claim/compensation whatsoever either at the time of expiry or termination/revocation of the License Agreement.

- 3.4** The Licensee shall reimburse any loss or damage to the property of Licensor as per the assessment of Licensor's engineering division after verification within six weeks from the date of vacation, along with the amount of damages at the rates to be decided by the Licensor for the period required / taken to repair the property equipment(s). If the Licensee fails to make the above stipulated payment within a period of 6 weeks from the date of invoice / demand note, interest @9% per annum from the next day after completion of allowed period of 6 weeks shall be chargeable till date of actual remittance of the payable dues. The payable dues can also be recovered from the performance guarantee submitted by the Licensee, at the discretion of ITPO.

4. AREA & FACILITY

4.1 Area

- i. The area of the Food and Beverage Outlets is to be used only for the Specified Purpose in the approved layout plan / drawing submitted to the Licensor (Appendix-I). No change in this regard will be permitted without prior permission of Licensor. It is clarified that the Licensee shall also be responsible for maintaining and up-keep (cleaning and replacing consumables) of the common areas which will not be directly occupied by or be in possession of the Licensee, however the same are essential of the operation, management and maintenance of the F&B Facilities at the Locations. These common / utility areas, shall without limitation include back-of-the-house (BOH) facilities, staff toilets, staff cafeteria, staff changing rooms, stores service corridors, loading areas and the like ("**Support Areas**"). No unauthorized areas shall be used. The indicative details of the Location(s) and the Support Areas is specified as under:

Exhibition Halls	Area (Indicative)
Mezzanine-level outlets (incl. kitchen, counter/serving and food court seating areas)	<ul style="list-style-type: none"> Hall-1 = 854 sqm. Hall-2 = 568 sqm Hall-5 = 858 sqm Service Corridors (to be maintained by Concessionaire)
Basement Level	<ul style="list-style-type: none"> Back-of-the-House for Hall-2 mezz. F&B = 434.7 sqm Back-of-the-House for Hall-5 mezz. F&B = 859.4 sqm
Trapezium (horse-shoe shape)	<ul style="list-style-type: none"> Kiosks 2A & 2B (each measuring 126 sqm) and 57 sqm common seating space opposite Hall-2) Kiosks 3A & 3B (each measuring 126 sqm) and 57 sqm common seating space opposite Hall-3 Kiosks 4A & 4B (each measuring 126 sqm) and 57 sqm common seating space opposite Hall-4 Kiosks 5A & 5B (each measuring 126 sqm) and 57 sqm common seating space opposite Hall-5 3 nos. F&B kiosk – Total Area: 871 sqm area (531 sqm + 170 sqm + 170 sqm) with 2 nos. 57 sqm common seating space opposite Hall-6
Service Block-1 (Behind	<ul style="list-style-type: none"> Staff Cafeteria = 10.59 sqm

Hall-A5)		
Drivers' Lounges and Pantry (Basement Part-1 below Hall 2-5)	• Pantry-1 = 8.6 sqm	
	• Pantry-2 = 9.7 sqm	• Driver's Lounge-7 = 86 pax
	• Pantry-3 = 8.1 sqm	• Driver's Lounge-5 = 108 pax • Driver's Lounge-6 = 76 pax
	• Pantry-4 = 10.9 sqm • Pantry-5 = 9.0 sqm	• Driver's Lounge-1 = 40 pax • Driver's Lounge-2 = 65 pax • Driver's Lounge-3 = 66 pax • Driver's Lounge-4 = 68 pax
	• Pantry-6 = 10.4 sqm	• Driver's Lounge-8 = 60 pax • Driver's Lounge-9 = 60 pax
Drivers' Lounges and Pantry (Basement Part-2 below Non-Tower Area)	• Pantry-1 = 8.3 sqm	• Driver's Lounge-4 = 26 pax • Driver's Lounge-5 = 20 pax • Driver's Lounge-6 = 26 pax
	• Pantry-2 = 12.4 sqm	• Driver's Lounge-7 = 36 pax • Driver's Lounge-8 = 31 pax • Driver's Lounge-9 = 36 pax • Driver's Lounge-10 = 36 pax • Driver's Lounge-11 = 26 pax
	• Pantry-3 = 3.7 sqm	• 4 nos. Lounges
	• Pantry-4 = 6.4 sqm	• Security Lounge-1 = 32 pax • Security Lounge-2 = 32 pax • Restroom-2 = 18 pax
	• Pantry-5 = 8.2 sqm	• Security Lounge-1 • Driver's Lounge-1 = 65 pax
	• Pantry-6 = 15.6 sqm	• Driver's Lounge-2 = 76 pax • Driver's Lounge-3 = 56 pax
	• Pantry-7 = 8.8 sqm	• 2 nos. Lounges • Security Lounge-5 = 30 pax • Restroom (F)-4 = 18 pax
	• Pantry-8 = 52.2 sqm	
Old Existing Halls F&B Area	• 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	

*BOH = Back of the House

** Pax (Indicative)

- ii. The schedule for License Fee will depend on actual hand-over. The schedule for License Fee deposition shall commence from the date of handing over of the particular location plus four months or when aggregators start services whichever is earlier. This calculation shall be done based on area of location mentioned in the tender document depending on actual handover of the locations.
- iii. The fixtures, equipments, interiors, furniture within the licensed area for preparation, servicing, catering or any other purpose shall be permitted with prior approval of ITPO.

5. OPERATION AND MAINTENANCE

- 5.1** The Licensee shall use the *space/premises for the sole purpose* to Develop, Market, setting up, operating, maintaining and managing the Food and Beverage Outlets in accordance with Good Industry Practices, standards and specifications with a view to compliment the image of the Pragati Maidan as envisaged by ITPO and any instructions issued by ITPO in this regard. The Licensee shall be allowed to serve a wide range of Food & Beverages under the defined scope of food and beverage category/brand of the F&B outlets, which are covered under F&B items or as approved in writing by ITPO.
- 5.2** The Licensee shall, prior to the commencement of the operation at the F&B outlets, intimate ITPO with respect to F&B items offered for sale by the Licensee.
- 5.3** The Licensee shall, offer for sale from the F&B outlet a wide variety of good quality F&B items including a range of food and beverage items which are local delicacies of the geographical region in which Pragati Maidan is situated, to meet the demand of the Pragati Maidan visitors at all times and comparable to the range available at the comparable off Pragati Maidan Food and beverage outlets, (which may not be operated by the Licensee) in the neighbouring locations of the Pragati Maidan (“Comparable off Delhi/NCR Outlets”)
- 5.4** The Licensee agrees to operate the F&B outlets efficiently to meet the demands of Pragati Maidan visitors at all times
- 5.5** The Licensee hereby acknowledges and agrees that it shall obtain all requisite operating Permits from competent authorities at the Licensee’s own cost and shall, prior to the commencement of operations, apply, pay for and comply with the conditions of all Permits or Approvals and shall submit copies of all such permits to ITPO.
- 5.6** The Licensee shall maintain and keep in force all requisite Approvals and comply with all Applicable Laws and statutory rules and guidelines laid down by competent authorities, including without limitation, any rules and regulations framed under Shops and Establishments Act, Factories Act, Industrial Disputes Act, Minimum Wages Act, etc. as may be applicable to the Licensee and any operational guidelines laid down by ITPO from time to time.
- 5.7** The Licensee shall obtain requisite utility connections from the nearest available sources provided by ITPO and shall install its own metering devices. All metering devices shall be tested and calibrated to the satisfaction of ITPO.
- 5.8** The Licensee shall comply in all respects at his own cost with the provisions of all statutes and bye-laws and regulations made there under and all rules and requirements made or prescribed by any competent authority relating to public hygiene including but not limited to housekeeping, maintenance and cleanliness. In the event of any complaint, the Licensee shall take such necessary and immediate action as may be required to satisfy the complaint.
- 5.9** The Licensee shall improve the variety of F&B items sold in the Locations when the items offered for sale in the locations are in the opinion of ITPO inadequate and /or of poor quality and must include such items as ITPO may specify in writing to the Licensee if in the opinion of ITPO such items are in demand.

- 5.10** The Licensee shall not offer or engage in any other business at the location except providing the services set out in this agreement.
- 5.11** The Licensee shall also ensure at all times that there are adequate quantities of F&B items at the F&B outlets set up, operated, maintained and managed by the Licensee so as to meet the needs of the Pragati Maidan visitors.
- 5.12** The Licensee shall plan and monitor stock levels of all F&B items in the F&B outlets to ensure that they are available at all items and the Licensee shall keep ITPO informed of any anticipated out of stock situation and the Licensee shall produce and provide stock reports on the availability or non-availability of all items for sale in the F&B outlets upon ITPO's request, in the format approved by ITPO and to submit such reports within 14(fourteen) days from ITPO's request.
- 5.13** The Licensee shall comply in all respects at his own cost with the provisions of all statutes and by-laws and regulations made thereunder and all rules and requirements made or prescribed by any competent authority relating to food establishments and food hygiene including but not limited to housekeeping maintenance, and cleanliness. In the event of any complaint, the Licensee shall take such necessary and immediate action as may be required to satisfy the complaint.
- 5.14** The Licensee shall maintain operations of the F&B outlets in each of the 365 days in a year in order to provide a high level of service for the convenience of the Pragati Maidan visitors, unless instructed otherwise by ITPO in writing.
- 5.15** The Licensee shall at all times ensure that items offered from the F&B outlets meet a high quality of food, service standards and hygiene as per Good Industry practices and at all times comply with the same.
- 5.16** The Licensee shall keep the Licensee's name plate and other commercial signboards within the location to the minimum size, subject to the approval of ITPO.
- 5.17** The Licensee shall indicate prominently the net selling prices in Indian Rupees and applicable taxes of all items for sale in the F&B outlets menus or menu boards for perusal by customers
- 5.18** The Licensee shall accept major credit cards/ debit cards/ e-wallet as a means of payment and not add any surcharge to the price nor impose a minimum spending requirement when credit cards are offered as a means of payment. All sales and transactions shall be accompanied by issue of sales receipts to customers
- 5.19** All sales in relation to F&B items and any other items as may be sold at the F&B outlets shall be in Indian currency.
- 5.20** The Licensee shall employ adequately qualified and trained staff/personnel and in such numbers as is required to achieve optimum service levels, who shall represent the Licensee on a full-time basis and be available during business hours to ensure the smooth and efficient operation of the Concession at the Pragati Maidan.
- 5.21** The Licensee shall ensure at all times that its employees/ personnel shall comply with the guidelines as regards the access to the location as may be laid down by ITPO from time to time.

5.22 The employees / personnel of the Licensee shall not seek regularization in the services of the ITPO at any point of time. The Licensor shall not in any way be liable for any claims arising out of the relationship of master and servant between the Licensee and its employees. If the Licensee employs or engages any person or persons, he/they shall be the servants of the Licensee, in all respects and all responsibilities under any Act or other laws and labour laws shall be of the Licensee alone and the Licensor shall not be liable for any claim on the Licensee on account of Workmen Compensation or otherwise.

5.23 It is hereby clarified that any or all of the space/premises may fall under security area and the ingress and egress to the area may be monitored and regulated by Central Industrial Security Force (CISF) or any governmental authority or its authorized representatives. The Licensee shall, at its own risk and cost and as a condition precedent to handover of these locations, obtain and maintain the necessary security clearance/ Pragati Maidan Entry Permits (PMEPs) for the Licensee and its employees/personnel from the CISF or any Governmental Authority or its authorized representatives at its own cost and risk and ITPO may assist and co- operate with the Licensee for obtaining the necessary Pragati Maidan Entry Permits (PMEPs). The Licensee shall be liable and responsible for planning the movement of its goods and services in line with CISF/Security requirements to ensure problem free and uninterrupted operations.

5.24 The following documents (and such other documents as may be required by the appropriate Governmental Authorities from time to time) shall be required by the Licensee to be submitted to ITPO for facilitating the security clearance process and other administrative processes, within 7(seven) days of intimation by ITPO:

For the security vetting of the Licensee, the following documents shall be submitted to ITPO:

- (a) *Memorandum and Articles of Association of the Licensee;*
- (b) *Company Profile;*
- (c) *Promoters' details;*
- (d) *Copy of Letter of Intent to Award/ this Agreement;*
- (e) *Form 32 providing the details of the Directors; and*
- (f) *Copy of latest balance sheet.*

Further the Licensee shall submit 3 sets of the security program as per the prescribed format of CISF for permission to operate in the Security Hold Area.

5.25 For the purpose of obtaining the Pragati Maidan Entry Passes (Operations) in respect of the employees and personnel of the Licensee, the following documents (and such other documents as may be required by the appropriate Governmental Authorities from time to time) needs to be submitted to ITPO:

- (a) *A copy of the Security Clearance of the Licensee by the relevant security agencies;*
- (b) *The approval copy of the security program;*
- (c) *Copy of Letter of Intent to Award/Agreement;*
- (d) *Duly filled Pragati Maidan Entry Pass request Forms;*

- (e) (two) photographs of each of the Individuals (Licensee's personnel);*
- (f) Police Verifications of Individuals from relevant SHO/SP/Police Authority; and*
- (g) copy of valid passports/other photo identifications, duly self attested by a notary.*

- 5.26** The Licensee agrees to submit such other documents/details as required by ITPO and/or CISF or any other Governmental Authority for the purpose of facilitating the process of obtaining the security clearance.
- 5.27** The Licensee may, subject to ITPO's prior written approval, advertise the brand or, products offered by the Licensee at the locations by way of pictures and/or printed material that are not objectionable or prohibited by Applicable Law. However, the Licensee shall not carry out any kind of third party advertisement or advertise brands and products that are not offered by the Licensee at the location. ITPO reserves the right to remove any such third party advertisement displayed by the Licensee at the Location and / or any advertisement (including the advertisement of any brands / products offered by the Licensee at the location) displayed by the Licensee at any part of the Pragati Maidan premises (excluding the location) without obtaining the prior written approval of ITPO and the Licensee waives any claims in respect thereof.
- 5.28** The Licensee shall intimate ITPO about any promotional Programme launched at the F&B outlets and shall also obtain prior written approval of ITPO for all temporary or additional furnishings, fittings, counters and decorations to be used for such promotions.
- 5.29** The Licensee shall participate in all sales promotion programs and support any Pragati Maidan publications, publicity materials and any other marketing activities that are organized by ITPO to promote sales and general publicity and awareness about the Pragati Maidan.
- 5.30** The Licensee shall, at the instructions of ITPO, participate in any promotional activity of a Governmental Authority, intended for distribution and/or dissemination of any public service message.
- 5.31** The Licensee shall incorporate new and innovative food and beverage concepts which will enhance and differentiate the dining experience for Pragati Maidan visitors at the Pragati Maidan.
- 5.32** The Licensee agrees to liaise, consult and coordinate with all other authorized parties undertaking related works at the Pragati Maidan and agrees to plan, review and determine coordinated activities for management of interfaces with other related works at the Pragati Maidan.
- 5.33** The Licensee shall permit ITPO or any of its authorized agent at all reasonable times to enter upon the location for the purpose of viewing the condition of the location.
- 5.34** The Licensee undertakes to take part in, and extend its fullest cooperation to, any compliance checks as may be conducted by ITPO from time to time, to check, verify, uphold and ensure the standard of quality of services maintained by the Licensee.
- 5.35** The Licensee shall ensure that, all contracts agreement or arrangements as may be entered into with any third-party shall be on an arms-length basis.

5.36 The Licensee agrees and acknowledges that the Licensee shall at all times comply with the service standards as may be prescribed by ITPO.

5.37 Prohibitions:

- i. The Licensee shall not sell, exhibit or display any goods or services of any description other than the F&B items, without the prior written consent of ITPO. The Licensee shall not use, display or distribute any publicity material including pamphlets, brochures, leaflets, price lists etc not directly related to the concession and the decision of ITPO in this regard shall be final and binding on the Licensee.
- ii. The Licensee shall not store, stock, exhibit or sell any item which are repugnant to the public order, decency or morality. The Licensee shall not permit or suffer the location or any part thereof to be used or occupied as a place for lodging, storage, dwelling or sleeping, auction, gambling or any unlawful purpose or any other purpose not in consonance with the purposes for which the license is granted.
- iii. The Licensee shall not assign, sublet or grant any License in respect of the locations or any part thereof nor part with or share the possession or occupation of the location or any part thereof without the prior written approval of ITPO.
- iv. The Licensee shall not make any alterations or additions to the location or any part thereof without the prior written consent of ITPO except as may be contemplated under the approved design plan. The Licensee shall not put up or permit to put up any mezzanine floor, loft, cellar or gallery at any of the location/ service area.
- v. 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.

5.38 The Licensee shall not place any furniture or objects/ partitions that may obstruct access to electrical distribution boards, ventilation ducts and rooms and fire hydrants/ fire extinguishers. The height of objects / partitions shall not exceed 3 (three) metres when measured from the floor.

- i. The Licensee shall not tamper with any part of the walls, beams, columns, ceiling and floor, electrical installations etc. except for carrying out needful hardware installation at approved locations without consultation of the relevant officers of ITPO.
- ii. The Licensee shall not install or suffer to be installed in the F&B Outlet Installation any electrical lamp, equipment or appliance which is likely to overload the electrical wiring or cabling of the Pragati Maidan or to cause radio interference.

- iii. The Licensee shall not engage itself, its employees or agents or through any other person in any form of touting or disparagement of the goods/services of other Licensees of ITPO.
- iv. The Licensee shall not do or permit or suffer to be done at the Location(s) anything which may be or become a nuisance, annoyance, inconvenience or disturbance to ITPO or to any of ITPO's Licensees or occupiers of any adjoining or neighbouring premises or visitors to the Pragati Maidan.
- v. The Licensee shall not leave any waste materials or other refuse in or near the *space/premises* at all times and which waste materials or other refuse shall be removed with extreme care and shall be disposed off in accordance with ITPO's directions immediately at such places as may be designated by ITPO and not any other places within the Pragati Maidan.
- vi. The Licensee shall at all times comply with all CISF guidelines as may be applicable to its operations at the Pragati Maidan. The Licensee acknowledges that in case of any of the location falls under the security hold area of the Pragati Maidan then it shall comply with the CISF guidelines that classify certain items such as weapons, explosives, steel or metallic knife etc. as prohibited items which no person is allowed to carry to the security hold area.
- vii. The Licensee shall not store at any time explosives, petroleum, spirit or other highly inflammable substance and noxious or objectionable smokes, fumes, gases, vapours or odors at its space/premises and Service Area(s).
- viii. The Licensee shall not enter into a collective association with other Licensees of ITPO, for any purpose whatsoever, and ITPO shall not be bound to recognize such association.

5.39 General

- i. The Licensee shall at all times observe and conform with all such rules, regulations and directions as may be imposed on the Licensee by ITPO from time to time for the management and administration of the Pragati Maidan or under any Applicable Law and at all times ensure that all employees/contractors or agents of the Licensee observe and comply with all applicable laws and all such rules, regulations and directions as may be imposed by ITPO from time to time.
- ii. The Licensee shall at all times observe and conform with the policy on operations and Management practices (annexed as III hereto) and policy on Customer Services (annexed as Annexure III hereto).
- iii. The Licensee shall make all practicable and proper precautions and use all reasonable means for the prevention of fire as per applicable fire safety guidelines and in particular, shall not block up or obstruct any fire exit or access to fire equipment.
- iv. The Licensee shall notify ITPO of any dispute that arises or is threatened against the Licensee or ITPO and/or the Pragati Maidan, the adverse outcome of which might have a material adverse effect on Licensee or ITPO or the Pragati Maidan or any of the Pragati Maidan Services.

- v. In the event of an emergency or security screening of the location(s), the Licensee shall keep open and make available the location(s) for such security checks or inspection and to station a representative at the location(s) until the security check or inspection is over.
- vi. The Licensee shall close any entrances or openings of the location(s) leading to the airside of the Pragati Maidan which ITPO deems necessary to be closed for security reasons.
- vii. The Licensee shall be responsible for maintaining the security of the location(s) and Service Area(s).
- viii. The Licensee shall furnish the necessary documents and provide the necessary certification in relation to any of its electrical connections, or any other connections, in such formats as may be provided by ITPO.
- ix. The Licensee shall notify ITPO of any event whenever a person in employment of the Licensee and deputed at the location(s), is suffering from or suspected to be suffering from or convalescing from any infectious disease.
- x. The Licensee shall deposit the duplicate keys of the location(s) and Service Area(s) with ITPO.

5.40 Maintenance, Repair and Cleanliness

- i. At all times during the Concession Term, the Licensee shall at its expense keep the location including all fixtures, signboards and all additions thereto and an area of upto 2 metres around the periphery of the locations clean and in hygienic conditions, abide by such directions as maybe given by the Relevant Authorities and do all repairs and work necessary to put and keep them in such repair and condition and shall maintain a high standard of cleanliness acceptable to ITPO. The Licensee shall ensure that the state of maintenance of the Location is of a high standard as required by ITPO and shall submit reports on the state of maintenance of the Location as and when requested by ITPO. The Licensee shall engage qualified cleaning, pest control and maintenance contractors to ensure that the state of maintenance of the Location and the Common Seating Area is of high standard as required by ITPO and to submit reports on the state of maintenance of the Location and Common seating area as and when requested by ITPO. If the Licensee fails to do so, ITPO may at its discretion get the location cleaned and maintained and the cost thereof shall be borne by the Licensee and shall be paid by the Licensee to ITPO.
- ii. The Licensee shall seek the approval of ITPO for all development, mechanical and electrical works to be carried out in any of the location(s) and service area(s). All such works and installations shall be maintained in a state of good repair at all times.
- iii. The Licensee shall ensure that the surrounding area of the locations are also kept free of any litter originating from the Licensee's business and shall comply with ITPO's direction to either increase the number of cleaners or take other appropriate measures to improve the situation in the event that the state of cleanliness in the surrounding area is deemed unsatisfactory by ITPO.
- iv. The Licensee shall clean any spillage and stains at and around the F&B outlets immediately. If the Licensee fails to do so, the Licensee shall permit ITPO's

agency to clean the spillage and stains and cost thereof shall be borne by the Licensee and shall be paid by the Licensee to ITPO.

- v. The Licensee shall permit ITPO, his agents or any other parties as ITPO deems fit to enter upon the F&B outlets or any other part thereof, at reasonable times, for the purpose of viewing the state of repair and condition of the F&B outlets or of taking inventories of ITPO's fixtures and fittings.
- vi. The Licensee shall engage a professional waste maintenance contractor approved by ITPO to clean the waste pipes serving the locations up to the main and common waste line, once every six months commencing from the date of operation at the location till the expiry of the concession term. ITPO will only be responsible for the maintenance of the main and common waste line.
- vii. The Licensee shall be responsible for the water proofing of kitchen floor including its effectiveness and maintenance.
- viii. The Licensee shall install a portable Grease Interceptor to prevent oil or grease from discharging into the sewer system and to carry out daily cleaning of the portable grease interceptor. All grease and oil collected shall be properly disposed of. The Licensee shall further maintain such a portable Grease Interceptor. In the event that the Licensee fails to maintain the said portable Grease Interceptor to standards as expected by ITPO, then the Licensee shall permit ITPO's contractor to clean the spillage and stains and the cost thereof shall be borne by the Licensee and shall be paid by the Licensee to ITPO.
- ix. The Licensee shall engage a pest contractor to provide regular inspections of the location, and to immediately rid the location of all pests, mosquitoes, rodents, flies, ants, cockroaches etc. The Licensee must ensure that the state of the locations is pest-free and controlled to a standard as required by ITPO. The Licensee shall comply with ITPO's direction to take appropriate measures to improve the situation in the event that the state of pest control in the location is deemed unsatisfactory by ITPO.
- x. The Licensee must keep the F&B outlets clean at all times, cleaning up spilled food/drinks, proper disposal of leftover food/ drinks and no food/ drinks should be left exposed overnight. All utensils and crockery should be washed at the end of the day. Any missing ceiling boards must be replaced and any gaps between floor and door should not exceed 8mm in order to prevent entry by rodents.
- xi. The Licensee shall keep all stocks neatly packed in sacks and stacked in the store room. The items on the top shelf must have a minimum separation of 500 mm from the ceiling to deprive rodents, if any in the ceiling, an easy access to the store room. The storerooms should be rodent-proof by fixing metal ceiling and sealing all gaps in pipes and service entry points on walls and ceilings. The bottom shelves should be kept at least 200 mm from the floor and the space below these shelves should be kept free and clean at all times to facilitate inspection for signs of rodents' presence.

5.41 Liquidated damages for defaults.

- i. If the Licensee fails to comply with its contractual obligations or commits any infraction thereof or fails to perform its function in accordance with the policy on operation and Management practices (annexed as Annexure II hereto) and

policy on Customer Service (annexed as Annexure III hereto), ITPO shall, in addition to any other available remedy, be entitled to levy and the Licensee shall be liable to pay, liquidated damages, as specified in Annexure II of this Agreement, in respect of such infractions.

- ii. In the event the Licensee commits more than three material infractions of its contractual obligations in a consecutive period of one month, the same shall constitute a Licensee even of default, which shall entitle ITPO to terminate the Agreement in accordance with the provisions hereof.
- iii. The Licensee shall, subject to the approval of ITPO, design, fabricate, install and maintain *space/premises*.
- iv. The Licensee shall also be solely responsible to pay any charges, taxes, cess or levies that any competent authority may impose on account of said concession which are mandatory as per law of land.

5.42 The Licensee may further enter into Step Down Agreements with reputed brands of international, Indian and local/domestic food chains only, if required, during the License Term with prior approval of the Licensor. It shall be obligatory upon the licensee to provide copies of all such Step Down Agreements. The Licensee may cancel and/or enter into new Step Down Agreements with the reputed brands during the License Term, if required with prior approval of the Licensor. These Step Down Agreements shall have sub-leasing period concluding simultaneously with expiry of this Agreement executed between the Licensee and the Licensor.

5.43 The Licensee shall ensure to get the format of the Step Down Agreements or any amendments approved by the Licensor and the Licensor shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Licensee. The Licensee shall submit the copies of the signed Step Down Agreements to the Licensor for information. The Licensee may execute the Step Down Agreements effective from the Date of Commencement of the operations. It is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that no review and / or observation of the Licensor and/ or its failure to review and/or convey its observations on any document shall relieve the Licensee of its obligations and liabilities under this Agreement in any manner nor shall the licensor be liable for the same in any manner whatsoever.

5.44 The right of admission to Pragati Maidan including in the food & beverage outlets in exhibition complex is reserved by the Licensor as per terms and conditions laid down from time to time. **The services from the F&B outlets from 07:00 am to 11:00 pm are primarily meant for facilitating the Organizers, participants, visitors and service providers of Exhibitions, Conferences or other Events held inside Pragati Maidan Exhibition Complex area, employees of ITPO and other Organizations for the ongoing fairs and exhibitions and other related activities and all persons gaining authorized entry into Pragati Maidan for bonafide purposes/ operation within Pragati Maidan only. In addition, the ticketed visitors may also be allowed to avail the facilities of F&B outlets in the Licensed Premises/ Location(s).** The authorized employees of the Licensee are permitted to enter into Pragati Maidan complex and remain inside between 06:00 am and 12:00 am midnight every day, however, the food & beverages outlets at Exhibition and Convention complex shall be opened to bonafide visitors from 07:00 am to 11:00 pm 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. All the visitors should have bonafide entry ticket / entry pass/ exhibitor's or Organizer's Badge or employee's identity card to enter Pragati Maidan. ITPO will be finalizing the rate of entry ticket which will be nominal for the general public. However, if need arises, Licensor reserves the right to refuse the general public entry due to security reasons, VIP movement or conferences/seminars or for meeting any other statutory obligations. No license fee of that period shall be refunded in this regard and no compensation in terms of grant of extra period beyond license term shall be considered by Licensor in this case.

5.45 The branding sites and area in each Food Court for trade promotion/publicity shall be as earmarked by ITPO. The rate of branding sites will be fixed by the Licensor. Any such request will be handled directly by ITPO. The licensee will not directly carry out any trade promotion/publicity activity, other than its own or sub-licensee, without prior permission from the Licensor.

5.46 The Licensee shall serve comprehensive global/ local cuisines as per the requirements of third-party fair organizers maintaining high standard food quality.

During India International Trade Fair, State Pavilions shall be allowed to prepare and showcase State cuisine. The State Pavilions at their discretion may engage the services of the Licensee or the outside caterer of their choice. The third party fair organizers and ITPO are expected to engage the services of the licensee for their food and beverages requirement, however, ITPO may engage the services of outside food and beverages vendor for its fairs and exhibitions.

ITPO may also allow in special circumstances, third party exhibitors to engage outside food and beverages vendors on payment of specific fees for specific event. The specified fees will be decided by ITPO and the same will be shared on 50:50 ratio between the concessionaire and ITPO.

5.47 The right hereby granted to the Licensee is only a personal right of use of the Location(s) solely for operating the License and the License granted is conditional on the Location(s) being solely used for the purpose of setting up at its own cost, operating, managing and maintenance of the F&B Outlets. The Licensee agrees that the Licensor does not grant and has not granted any other right pursuant to this Agreement, except the License to use the Location in accordance with this Agreement

5.48 The Locations 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 Locations.

5.49 The Licensee, at its own cost, shall be responsible for the maintenance of high standard of cleanliness, sanitation, hygiene in the Locations continuously and also 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.

5.50 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 Locations are medically fit and that they do not suffer from any contagious, loathsome or infectious disease. In this regard a certificate from an RMP (Register Medical Practitioner) in respect of each employee is required to be submitted by the Licensees every six months or earlier if demanded by the Licensor.

- 5.51** The authorized employees of the Licensee are permitted to enter into Pragati Maidan complex and remain inside **between 06:00 am and 12:00 am midnight** every day, however, the food & beverages outlets at Exhibition complex shall be opened to bonafide visitors **from 07:00 am to 11:00 pm** 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.
- 5.52** The licensee shall ensure that eatable items sold/served from the F&B Outlets are of requisite hygienic and quality standards and conform to the provisions of the Food Safety and Standards Act (FSSA) 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.
- 5.53** 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/license/permission to the satisfaction of Licensor before commencing his/her/their operations.
- 5.54** 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.
- 5.55** Printed menus with rate list to be made available inside all the food & beverage outlets at the Locations. No Hand Bills / Stickers are allowed to be displayed or distributed anywhere in the Location or outside.
- 5.56** 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 transported to the designated location for waste segregation plant behind Hall No.6, Pragati Maidan, New Delhi/ or any other suitable location earmarked by ITPO within/ outside Pragati Maidan, New Delhi for the said purpose.
- 5.57** The Licensee, his agents and employees shall observe/perform and comply with all Applicable Law/ rules and regulations including Shops and Establishment Act, Factory Act, Industrial Disputes Act, Minimum Wages Act, Contract Labour Act, EPF Act, ESI Act 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 any 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 Location is located. This also includes compliance of laws relating to hygiene, storage, sanitation, cleanliness product quality and disposal of water & waste material etc.

- 5.58** The packaging of the food items served / sold by the Licensee at Pragati Maidan should bear the name / logo of the Licensee.
- 5.59** Only Potable water will have to be served in the Food & Beverages Outlets at exhibition complex.
- 5.60** ITPO allows for operations of two high-end Fine Dining restaurant setups on the mezzanine floors of licensed F&B locations with provision for serving alcoholic beverages only within the Fine Dining restaurants. No alcoholic beverages will be allowed to be sold outside the specified Fine Dining areas except for the specified events permitted by ITPO. All licenses and mandatory permissions from the Local authorities required for serving the alcoholic beverages and other permissions for operating Fine Dining restaurants shall be taken by the licensee/ sub-licensees. The Fine Dining Restaurants should have pre-fixed menus, exceptional professionally well-trained servers/ staff/ chefs/ bar staff/ security staff, world-class ambience, should be observing all traditional and industry standards fine dining etiquette etc. The licensee shall be responsible for providing fine dining experience as per industry standards and all prevailing laws.
- 5.61** The Licensee is responsible for housekeeping of whole Locations, including inside & outside areas, toilets, circulation areas, service areas, service lifts and staircases. This includes Housekeeping, Sanitation, Repair of damage/ natural wear & tear etc. for all facilities on the mezzanine floor which are meant for visitors dining at the Food Court, such as toilets, etc. The Aggregator will be required to maintain the allotted area, including well-furnished toilets at mezzanine floor in the same condition as is being handed over to them by ITPO.

The Licensee shall keep at least 5% of the Gross Operating Revenue (GOR) for maintenance and upkeep of the F&B Outlets. It shall be the responsibility of the Licensee to keep the Locations clean & hygienic in compliance of the Food Safety and Standards Act 2006, Cigarettes and other tobacco products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, supply and distribution) Act (COPTA) 2003, etc.

In case of non-compliance, the Licensor may levy punitive action on the Licensee as per clause 18.2. The Licensor shall have the right to monitor the maintenance and upkeep of the F&B Outlets and accounts of the Licensee and the Sub-Licensee so as to ascertain whether at least 5% of the GOR are utilized for maintenance and upkeep of the F&B outlets. The Licensor can also suggest corrective actions if any poor upkeep of F&B Outlets is observed. It is the responsibility of the Licensee to take corrective action for upkeep and maintenance of F&B Outlets.

- 5.62** The Licensee shall not use the Locations for any illegal or unlawful purposes and shall not use, permit or suffer upon the Locations or any part thereof anything which may become a nuisance or annoyance or cause damage to the Locations or to the guests/ Visitors or clients visiting the Locations. The Licensee shall not store at the Locations, any hazardous, inflammable material or material not permitted to be stored under Applicable Laws.
- 5.63** The Licensee shall, at all times during the Term, insure and keep insured, the Locations, the fittings, fixtures, equipment and furniture therein and the goods/stock in the Locations, from any and all risks and keep such insurance policies valid and

subsisting during the entire License Term. All such insurance shall be from a reputed insurance company.

- 5.64** It shall observe, perform and abide by or otherwise comply with Applicable Laws in so far as the same are applicable to the Licensee, including without limitation provisions of, the Food Safety and Standards Act, 2006, the Prevention of Food Adulteration Act, 1954 (to the extent any provisions of the said legislation have not been repealed by the Food Safety and Standards Act, 2006), in each case including the rules and regulations made thereunder, and the provisions laid down under any other Applicable Law, in respect of the manner and method of running a restaurant/F&B Outlets of suitable rating.
- 5.65** The Licensee may with prior written approval of ITPO will be permitted to sublet or sub-contract or sub-lease or enter into Step Down Agreements for upto 75% of the F&B Outlets and area of the Locations (Exhibition Complex) or part thereof but not exceeding 25% of total F&B Outlets and area to a single sub-lessee and only to a good mix of reputed international, national and local F&B brands. The Licensee shall ensure the following while entering into any Step Down Agreements with any third Party:
- (i) The Licensee shall continue to be responsible for all F&B Outlets in accordance with the License Agreement, irrespective of whether or not the same have been sub-licensed to another third party;
 - (ii) The commercial terms on which the Licensee proposes to sub-license the F&B Outlets shall be approved by ITPO to ensure that the Licensor's entitlement of License Fee will be as per the terms and schedule defined in the RFP;
 - (iii) All the relevant terms of the License Agreement shall appropriately be stepped down in the Step Down Agreements proposed to be executed by the Licensee; and
 - (iv) The Step Down Agreements shall have the relevant step-in provisions in favour of ITPO, such that ITPO at all times is enabled to step into the place of the Licensee for managing the Step Down Agreements in case of any breach or non-compliance of the terms of the License Agreement by the Licensee.
 - (v) **The payment of the license fee and other dues shall be the liability of licensee only and Licensor shall receive all the payments as per the Agreement from the licensee.**

6. CONSTRUCTION OF THE STRUCTURE

- 6.1** Prior to the commencement of construction of the Food & Beverage Outlets as per the approved layout plan, the Licensee shall:-
- i. Submit to the Licensor a detailed program comprising of its construction methodology, time schedule and other details;
 - ii. Appoint its representative duly authorized to deal with the Licensor in respect of all matters under or arising out of or relating to this Agreement;

- iii. undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of equipment installation under and in accordance with this Agreement, the Applicable Laws and Approvals; and
 - iv. Make its own arrangements for sourcing of materials needed for the construction, equipment, interior designing under and in accordance with the Applicable Laws and Approvals.
- 6.2 The Licensee shall, within **45 (Forty Five) days** from the date of LoIA, furnish to the Licensor, a complete set of the concept designs in 4(four) hardcopies of A-1 size and in soft copy form or in such other medium as may be acceptable to the Licensor, reflecting the Locations, serving counters, sitting, kitchen and service area(s) as actually designed, engineered and constructed, including an as-built survey illustrating the layout of services such as electrical lines, water supply, drainage, gas supply, air-conditioning, ventilation etc. for the approval of the licensor. The licensee shall be responsible for providing fine dining experience as per industry standards and all prevailing laws.
- 6.3 The Licensee, after approval of the layouts/designs by the Licensor shall undertake the construction works at the specified Location(s), and in conformity with Good Industry Practices. The Licensee agrees and undertakes that construction works shall be completed within **One Hundred and Twenty (120) days** from the date of taking over possession, unless extended by the Licensor. ***However, if the Licensee fails to complete the structure/designing/furnishing within specified period, the penalty equivalent to 150% of the Assured Minimum Guarantee (AMG) of first contract year plus applicable GST/Taxes shall be charged.*** The work will follow the latest standards, codes and recommendations of the Indian Bureau of Standards and/or other applicable standards, specifications, norms, codes etc.
- 6.4 The Licensee will have to get all the details of furnishings, equipments, designs, furniture, interiors etc be approved from the Licensor. A list of typical equipments proposed to be installed / operated with technical specifications will have to be supplied alongwith photographs to the Licensor in advance before commencement of the operation.
- 6.5 The fixtures and interior decorative items to be fixed inside the Locations shall be permitted only 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 Locations and restore the Locations to the original condition at his own cost after removal of additional fixtures and interior decorative items to the satisfaction of the Licensor.
- 6.6 The Licensee shall file a copy of the proposed plans of interior decoration for Licensor's prior approval before the commencement of the work.

7. CAPITAL EXPENDITURE PLAN

- 7.1 The Selected Bidder has represented to the Licensor at the time of submission of the Proposal, that it shall incur capital expenditure in relation to the setting up **at its own cost**, operating, managing and maintaining of the F&B Outlets. The License covenants

to utilize such amount as represented in the Proposal towards the capital expenditure to be incurred for the aforementioned purpose.

- 7.2 The Licensee acknowledges and agrees that the Licensor shall have the right to inspect and audit whether by itself or through an independent audit firm appointed by the Licensor, the inventory and other details of the assets (movable and immovable) of the Licensee, at any time whatsoever and at the cost of the Licensee. The Licensee further agrees and acknowledges that as and when required by the Licensor, the Licensee shall submit to the Licensor, the evidence of any capital expenditure incurred by the Licensee and the same may also be subjected to an independent inspection and audit by the Licensor.
- 7.3 The Licensee shall plan and incur capital expenditure in such a manner that the construction, equipments, furniture, interior designing etc. of the F&B Outlets offers reasonable holding, sitting/circulation area and also matches with the overall ambience of the world class and state-of-the-art International Exhibition-cum-Convention Centre complex. **The Licensee shall submit to the Licensor audited location wise financial statements showing total capital expenditure involved in construction/ interiors work carried out at the Locations.**
- 7.4 The Licensee shall furnish to the Licensor, a list of equipment planned for the Locations and for the movement of equipment/goods within the Pragati Maidan in accordance with such movement of equipment/goods strategy as may be directed by the Licensor. The Licensee shall be responsible for procurement, operations and maintenance of these equipment/goods.
- 7.5 It is further clarified that the Licensee shall carry out the fit-out, maintain and operate the service area as per ITPO's instructions to service the F&B outlets, subject to compliance with the applicable laws.
- 7.6 The Licensee shall, in addition to the other obligation for reporting under this Agreement, submit within 15(fifteen) days of the expiry of the concession Term a list of all equipment and assets of the Licensee and the written down value of each such equipment and asset.
- 7.7 All addition and alteration works, renovations, development and installation works at the locations shall in no way affect the functioning or efficiency of existing fire protection systems and means of escape, on ITPO's property or at the Pragati Maidan, and shall be in complete compliance with ITPO's instructions and all statutory requirements. Any work, in regard to these, that may generate sparks, open flame or create high temperatures requires the prior written approval of ITPO. The approval will be subject to the condition that all fire safety requirements and all laws are met. If, in ITPO's opinion, the Licensee has failed to comply with any fire safety requirements etc. and recommendations, the F&B outlets shall be closed forthwith or shall remain closed, until all fire safety requirements and recommendations are fully met. All payments due to ITPO by the Licensee under this Agreement shall continue to accrue and the Licensee shall have no compensation from ITPO. The Licensee shall be allowed up to 14 (fourteen) days to rectify all such non-compliances, failing which ITPO shall carry out the necessary rectification works and the Licensee shall bear all costs and expenses without compensation or set off.

- 7.8 During the Concession Term, the Licensee shall, at its own costs, put up proper barricade with appropriate signage in compliance with ITPO's directions and requirements before commencing any renovation/ installation work at the location and shall ensure that the barricade with appropriate signage is not removed until such work is completed.
- 7.9 If the barricade with appropriate signage required by ITPO is not put up by the time renovation work commences, ITPO may at its option put up such barricade with appropriate signage at the cost and expense of the Licensee which cost and expense shall be paid to ITPO on demand.
- 7.10 The Licensee shall be solely responsible for compliance with the law for purposes of display/ signage. ITPO shall not be solely responsible for any governmental action preventing the Licensee to use certain or all types of advertising/ display/ signage.
- 7.11 The Licensee shall also be solely responsible to pay any charges, taxes, cess or levies that any competent authority may impose on putting up signage within or outside the F&B outlets.
- 7.12 The Licensee shall, if so provided by ITPO and accepted by the Licensee under the terms of this Agreement, be required to fit-out, maintain and operate such back of house areas, or kitchens and/ or remote kitchens, and the same shall be done in accordance with such directions as may be issued by ITPO from time to time.
- 7.13 The Licensee shall not undertake construction of structural nature in the location without prior written approval of ITPO. If approved by ITPO, any such construction shall be in complete compliance with ITPO's Instructions. Any structural damage to the location caused by the Licensee, regardless of any approval by ITPO, shall be promptly repaired by the Licensee, to the satisfaction of ITPO. In the event the Licensee fails to do so, ITPO shall repair such damage and the cost thereof shall be borne by the Licensee and shall be paid by the Licensee to ITPO.
- 7.14 The Licensee shall, if required by ITPO, submit to ITPO an audited account of the capital expenditure incurred by the Licensee for the purpose of setting up, developing, decorating and furnishing the F&B outlets to bring the business of the Licensee to a first-class standard commensurate with the image of the Pragati Maidan, within one(1) month of such request.
- 7.15 The Licensee shall install, at the Licensee's expense, and subject to ITPO's approval, a security system at the locations.

8. **FOOD TO BE SERVED IN THE LICENSED PREMISES**

- 8.1 The licensee may further enter into Step Down Agreements with reputed brands of international, national and local/domestic food chains only during the License Term, if required, with prior approval of the Licensor.
- 8.2 The Licensee may sublet or sub-contract or sub-lease or enter into Franchisee Agreement or MOU for upto 75% F&B outlets and area of the Licensed Premises (Exhibition Complex) or part thereof but not exceeding 25% of total F&B outlets and area to a single sub-lessee and only to a good mix of reputed international, national and local F&B brands, with prior approval of ITPO.

- 8.3 The Licensee shall mandatorily install and maintain automated vending machines dispensing packaged snacks & non-alcoholic beverages at MRP at prominent locations as allowed by ITPO for the visitors. The electricity costs of the same shall be borne by the licensee, as per metering for the vending machine installed. Additional vending machines subject to availability of space and as per requirements may be installed by the licensee with prior approval from ITPO. Any incidence of default in installation of any vending machine beyond the quantity which is approved by ITPO, shall attract a suitable penalty at the discretion of ITPO. Payment towards penalty, if any, imposed and electricity connection and/or consumption charges has to be made within a period of 15 days from the date of invoice. If payment is not received within a period of 15 days, penal interest @ 9% per annum from the 16th day of date of invoice shall be chargeable on the invoice amount, till the date of actual remittance of the penal dues. In case dues still remain unpaid, ITPO after two months 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.

9. **ANCILLARY F&B SERVICES**

In future, the Licensor may permit to use Licensee's/sub-licensee's kitchen at the Locations for ancillary services. In such case, the Licensee shall be required to pay additional license fee (fixed and variable) which will be in addition to the agreed License Fee. The additional License Fee (fixed and variable) will be finalized mutually by the Committee of Licensor and Licensee.

10. **SERVICE AT THE OUTLET**

- 10.1 All employees of the Licensee will always be in proper clean uniforms with identification badges and they will carry Photo Identity Cards issued by the Licensor while on duty at Pragati Maidan.
- 10.2 The Licensee shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.
- 10.3 The Licensee or its agent will provide and maintain uniforms for all employees/staff. Selection type, color, style, and dress code of uniforms, including specialty uniforms designated to fit the exact nature of the various operations at the F&B Outlets. The Licensor will consider the Licensee to be the sole contact and responsible for the services it or its agents provide. Additionally, the condition of the hygiene and appearance of employees is the Licensee's sole responsibility to ensure that all employees meet minimum hygiene and appearance standards.

11. **OPERATIONAL REQUIREMENTS FOR THE F&B OUTLET(S)**

- 11.1 The Licensee shall use the F&B Outlets for the sole purpose of designing, construction, development, operation and maintenance of F&B facilities as provided in RFP and that may be approved and/or notified, in writing, by the Authority from

time to time during the Concession Period at Pragati Maidan, New Delhi. and shall at all times ensure that the F&B Outlets(s) are designed and developed in accordance with Good Industry Practices, standards and specifications and any instructions issued by the licensor in this regard. The Licensee shall be allowed to serve a wide range of food items to the visitors of Pragati Maidan.

- 11.2 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 five star hotels/airports/malls.
- 11.3 Use of gas cylinders, coal, fire wood etc. is not permissible. Piped Natural Gas (PNG) available in the outlet(s) 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.
- 11.4 The Licensee, if required, may use 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 has to be got pre sanctioned from the Licensor.**
- 11.5 The Licensee hereby acknowledges and agrees that it shall obtain all requisite operating Approvals from the Government Authorities at the Licensee's own cost and shall prior to the commencement of operations of the F&B outlets at the exhibition complex apply, pay for and comply with the conditions of all the Approvals and shall submit copies of all such Approvals to the Licensor before commencement of operation at the Locations.
- 11.6 The Licensee shall not offer or engage in any other business at the Location except providing the services set out in this Agreement.
- 11.7 The Licensee shall at all times ensure that food items offered from the F&B Outlets at the Licensed Premises meet quality, service standards and hygiene as per Good Industry Practices and at all times comply with the same.
- 11.8 The Licensee shall display prominently the selling prices and applicable GST/Taxes of all food items for sale in the F&B Outlets for perusal by the Customers.
- 11.9 The Licensee shall accept major credit cards/debit cards and e-wallets as a means of payment and not add any surcharge to the price nor impose a minimum spending requirement when credit cards are offered as a means of payment. All sales transactions shall be accompanied by issue of electronic sales receipts to Customers.
- 11.10 The Licensee shall employ adequately qualified and trained staff/personnel and in such numbers as is required to achieve optimum service levels and to keep the order processing time to the minimum, who shall represent the Licensee on a full-time basis and be available during business hours to ensure the smooth and efficient operation of the F&B Outlets.
- 11.11 All communications to the Licensor must be sent on the letter-head of the Licensee under the signature of the authorized signatory whose name & designation must be mentioned in the letter. Letter without name & designation of the authorized signatory and letters on plain paper would not be entertained. All notices / communications shall be sent by the Licensor at the address first mentioned above.

The name along with the photograph of the signatory authorized by the Licensee should be informed in writing on the Licensee's letter-head 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.

11.12 For Exhibition Hall 1:

- Electricity:- 250 Amps electrical MCCB feeder (Hall 1) with 100 % DG backup has been provided in the Block Panel, which is located in the nearest Electrical Room adjacent to the Food Court. Further distribution from this panel is in the scope of the Licensee. Licensee has to do lighting layout and power socket wiring themselves. **The licensee has to install new TVM energy meter from the BSES approved make. The meter will be installed under the supervision of Licensor. The Licensor will monitor the meter and will take meter reading for billing purpose as per ITPO approved tariff as mentioned in Annexure-I. ITPO will have its own seal on the installed electrical meter. In case of any defects/faults in energy meter, the licensee should inform immediately to ITPO and replace the defective energy meter as soon as possible. The electricity will be charged as per Annexure-I.**
- Gas:- Gas connection will be provided by M/s IGL up to the Gas Meter which will be located on the outside wall of Hall 1 at ground floor. Further distribution is to be done by the Licensee as per their Gas Burner requirement complying all the fire safety & PGRB norms. F&B Licensee has to apply directly to IGL. Please submit the details of burners to be used and estimated monthly PNG gas consumption, so that same can be submitted to IGL for planning of size of Main Pipe Line.
- Water:- Domestic water (main Source from DJB) will be supplied at a single point through Hydro-pneumatic Pumping system round the clock at a pressure of approx 1.5 Kg/sq.cm. Licensee has to install water meter and further distribution. Common drinking water facility and wash room has already been provided near to Food Court.
- Drainage:- Drainage point will be provided at single point. Further waste water collection to be done through CI pipe from Sinks etc. to be done by F&B Licensee. Food preparation area has been provided with 300 mm sunken. Sinks with localised grease trap and one common grease trap is to be provided by the F&B Licensee, before connecting to the Main drain Pipe. Separate Wash room for Ladies and Gents, has been provided in the same floor near the Food Court.

11.13 For Exhibition Hall 2 & Hall 5:

- **Electricity**:- 250 Amps electrical MCCB feeder each (Hall 2 and Hall 5) with 100% DG backup has been provided in the Block Panel, which is located in the nearest Electrical Room adjacent to the Food Court. Further distribution from this panel is in the scope of the licensee. The licensee has to do lighting layout and

power socket wiring themselves. **The licensee has to install new TVM energy meter from the BSES approved make. The meter will be installed under the supervision of Licensor. The Licensor will monitor the meter and will take meter reading for billing purpose as per ITPO approved tariff as mentioned in Annexure-I. ITPO will have its own seal on the installed electrical meter. In case of any defects/faults in energy meter, the licensee should inform immediately to ITPO and replace the defective energy meter as soon as possible. The electricity will be charged as per Annexure-I.**

- **Water:-** Domestic water (main Source from DJB) will be supplied at a single point through Hydro-pneumatic Pumping system round the clock at a pressure of approx 1.5 Kg/sq.cm. The licensee has to install water meter and further distribution of water. Common drinking water facility and wash room has already been provided near to Food Court. The Licensor will be supplying DJB water. The licensee may make its own arrangement regarding treatment/TDS of the DJB supplied water.
 - **Drainage:-** Drainage point will be provided at single point. Further waste water collection to be done through CI pipe from Sinks etc. to be done by the licensee. Food preparation area has been provided with 300 mm sunken. Sinks with 104localized grease trap and one common grease trap is to be provided by the licensee, before connecting to the Main drain Pipe. Separate Wash room for Ladies and Gents, has been provided in the same floor near the Food Court.
 - **Gas:-** Gas connection will be provided by M/s. IGL up to the Gas Meter which will be located near the F&B area. Further distribution is to be done by the licensee as per their Gas Burner requirement complying all the fire safety norms. The licensee has to apply directly to IGL. Please submit the details of burners to be used and estimated monthly PNG gas consumption, so that same can be submitted to IGL for planning of size of Main Pipe Line.
- 11.14 **Gi Earthing-** The Licensor will provide 250 Amps feeder at a single point in the Block Panel. Further cabling and earthing from the panel to F&B area is in the scope of the licensee.
- 11.15 **Gel Earthing** – 2 Nos. RJ45 data points will be provided which will be further connected to the Main ITPO Network.
- 11.16 **Fire Sprinklers** – The structure will have the facility of Upright sprinklers. Pendent/ ceiling recessed sprinkle and its piping work will be done by the Licensee as per their own RCP and meeting the Delhi Fire Service norms. For this purpose the licensor will provide main Fire piping at a single point with butterfly valve.
- 11.17 **Hose Reels** – Hose reel, brass nozzle, Hose pipe, internal hydrant point has been provided inside a fire cabinet near the food court. Any additional requirement shall be done by the licensee.
- 11.18 **Fire & Heat Detectors** – Above the false ceiling smoke detectors has already been provided by the Licensor. Below the false ceiling the licensee has to provide smoke/heat detector and same is to be connected to existing loop. The Licensor is

providing Siemens make panel. The licensee has its separate panel which will be integrated to the main system.

11.19 **Exhaust & CFM** –For exhaust, duct 750mm x 500mm is being provided from the food court wall to the terrace floor where Scrubber is located. Scrubber to be provided by the licensee. Similarly for fresh air a 750mm x 500 mm duct has been provided and Air washer is to be provided by the licensee. Dry scrubber capacity for kitchen exhaust has been calculated @ 35 ACPH and air washer capacity for kitchen fresh air has been calculated @ 30 ACPH as per tender design parameter. Dry scrubber, air washer, duct distribution inside the kitchen area shall be done by the licensee. For exhaust, duct is being provided from the food court wall to the terrace floor where Scrubber & air washer is located. Scrubber & air washer to be provided by the licensee.

11.20 **ETP/STP Plant** – The licensee need not to plan for STP as common STP plant of 2 nos x 1.2 MLD has been provided to this facility. The waste water from licensee kitchen will be treated by the licensor in the common STP. However, licensee has to make necessary arrangement for the removal of Oil & Grease from their waste water by providing suitable Oil & grease Trap.

11.21 **Air conditioning provisions:**

- i. The licensee or its sub-licensees have to make their own air-conditioning arrangements for the F&B locations during the event/non-event days of the entire contract period and extended contract period, if any. End-to-end scope of design, supply, erection, testing, commissioning and regular maintenance/ AMC of the air-conditioning systems (including Indoor units, Outdoor units, Refrigerant Piping, Condensate water piping and disposal, Power & Control cables between outdoor units and indoor units etc.), preferably Variable Refrigerant Flow (VRF)/ Variable Refrigerant Volume (VRV) type system of air-conditioning in the licensed locations conforming to the specifications and requirements as per overall building/ locations architecture design requirements shall be the responsibility of the licensee. All utility charges towards operating air-conditioning systems inter-alia including electricity charges have to be borne by the licensee as per demand raised by the licensor.
- ii. The licensee will be required to take prior written approval from ITPO after submitting a detailed proposal to ITPO regarding air-conditioning. All related required NOCs or clearances have to be taken by the licensee from the respective authorities.
- iii. The responsibility matrix of ITPO or its appointed/ authorized representative for various utility provisions viz. HVAC, Electrical, CT Energy Meter with RS485 port, ELV, Fire Fighting, Plumbing, Drainage, PNG Connection etc. will be as per the Responsibility/ Scope Matrix as annexed with the RFP.
- iv. F&B Kiosks K-11 and K-12 are being offered on As-Is-Where-Is basis and all arrangements inter-alia including air-conditioning provisions preferably Variable Refrigerant Flow (VRF)/ Variable Refrigerant Volume (VRV) type system of air-conditioning in the licensed locations conforming to the specifications and

requirements as per overall building/ locations architecture design requirements shall be the responsibility of the licensee. All arrangements towards making these locations operational for various utility provisions viz. HVAC, Electrical, CT Energy Meter with RS485 port, ELV, Fire Fighting, Plumbing, Drainage, PNG Connection etc. will be the responsibility of the licensee, subject to all other terms & conditions of the license agreement”

11.22 During the License Term, the Licensee shall, at its own cost, put up proper barricade with appropriate signage in compliance with the Licensor's directions and requirements before commencing any renovation/installation work at the Location(s) and shall ensure that the barricade with appropriate signage is not removed until such work is completed.

11.23 **Electricity & Water Charges:**

- a) The Licensee shall indicate in advance the details of the electrical appliances installed and their voltage/ KW along with their total load demand.
- b) The Licensee shall not be permitted to use/ install temporary wiring to meet any extra electrical load requirement.
- c) 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 two months 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.
- d) 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.
- e) 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 two months 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.
- f) 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.

- g) 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.

12. PRICING AND QUALITY ASSURANCE MECHANISM

- 12.1 The Licensee shall at all times adhere to the guidelines issued by the Licensor from time to time in respect of quality and pricing of products. The Licensee shall charge the Customers reasonable price at par with the prices being charged in the similar F&B setup in the city. In the event of a complaint that prices charged are exorbitant, the Licensor shall be entitled to seek such information from the Licensee to satisfy itself that the price charged are not exorbitant. The Licensee shall furnish all the required information to the Licensor immediately on receiving a communication to the effect from the Licensor in writing
- 12.2 **The Licensee shall accept and undertake to adhere to the prevalent GoI and GoNCTD rules, acts and guidelines on pricing and quality control of food & beverages.**
- 12.3 The price of freshly cooked food items need to be prominently displayed suitably so as to enable the visitors to know in advance the price 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 food chains/restaurants/outlets in Delhi-NCR.
- 12.4 If in the opinion of the Licensor, the Licensee fails to comply with the quality and pricing guidelines stipulated above, the Licensor may, at its sole discretion, conduct additional quality and price checks at any time by Licensor's authorized officers or engaging the services of a professional auditor(s) or audit company/firm or research company/firm, to ascertain whether there is any other breach or breaches of the stipulated guidelines, provided always that the Licensee shall bear all expenses incurred by the Licensor in relation thereto.

13. LICENSE FEE

13.1 License Fee

- (i) In consideration of the Licensor having agreed to allow the Licensee to use the Locations for Permitted Purpose, it is agreed that the Licensee shall pay to the Licensor the Fixed License Fee {Annual Minimum Guarantee (AMG) or 25% of GOR, whichever is higher}, as per tender document. The License Term shall be for a period of **10 (Ten) years from the Effective Date unless earlier terminated/cancelled/revoked, with possible extension of further 5 (Five) years** subject to successful and satisfactory running of the F&B Outlets and at ITPO's sole discretion notwithstanding any dispute between ITPO and the Licensee. The bids are invited on the basis of Eligibility Criteria and minimum annual revenue in the form of

a base year **Assured Minimum Guarantee (AMG)** to be quoted by the prospective bidders.

- (ii) The base price for yearly Assured Minimum Guarantee (AMG) is fixed at Rs.5,00,00,000/- (Rupees Five Crore Only) for first contractual year excluding GST. The base price for yearly assured minimum guarantee for next four (04) years shall escalate @7% and for next five (05) years @10% of the preceding financial year's fixed Annual Minimum Guarantee (AMG). Indicative schedule of AMG for the first contractual year and subsequent yearly escalation in the license fee at Rs.5,00,00,000/- as the base price is as follows:

Minimum AMG first year 5.00 Crore
License Fee (Base Price) Calculation 10 years

Contractual Year	Minimum License Fee for 10 years
Year 1	Rs.5,00,00,000
Year 2	Rs.5,35,00,000
Year 3	Rs.5,72,45,000
Year 4	Rs.6,12,52,150
Year 5	Rs.6,55,39,801
Year 6	Rs.7,20,93,781
Year 7	Rs.7,93,03,159
Year 8	Rs.8,72,33,474
Year 9	Rs.9,59,56,822
Year 10	Rs.10,55,52,504
Total Minimum License Fee for 10 years	Rs.72,76,76,690

- (iii) The AMG for the 11th contract year, if the contract is extended, will be 115% of the 10th year AMG or 25% of Gross Operating Revenue in the 10th contract year whichever is higher. There will be further increase of 15% on the preceding financial year's fixed Annual Minimum Guarantee (AMG) for each subsequent financial year in last four (04) financial years of the contract.
- (iv) The Bidder quoting the highest base year Assured Minimum Guarantee (AMG) amount in BoQ will be considered for award of assignment on H1 basis.
- (v) The Operator will pay to the ITPO either the yearly **Assured Minimum Guarantee or 25% of Gross Operating Revenue** (hereinafter referred as 'GOR') for the relevant year, whichever is higher.

The schedule for “yearly **Assured Minimum Guarantee or 25% of Gross Operating Revenue, whichever is higher**” will depend on actual hand-over of the Locations proportionately to the percentage of overall area handed over on actual completion. The schedule for License Fee deposition shall commence from the date of handing over of the particular location plus four months or when Licensee/ its Sub-licensee(s) start services, whichever is earlier. This calculation shall be done based on area of location mentioned in the tender document depending on actual handover of the locations.

- (vi) For the avoidance of doubt, the License Fee for a part of Month shall be determined in proportion to the number of days considering the month to be always of thirty (30)

days. However, any GST and other taxes applicable with respect to the License shall be borne by the Licensee and shall not be deducted from the License Fee.

- (vii) In respect of the additional space/premises, over and above the area handed over at a subsequent stage, the Licensee can take up this space at pro- rate additional AMG, which shall co-terminate with this License agreement.

- (viii) The Licensee hereby acknowledges and agrees that it is not entitled to any revision of License fees or other relief from ITPO or any government instrumentality except in accordance with the express provision of this agreement. For avoidance of doubts, the Licensees agrees and acknowledges that variation (increase/decrease) in carpet area of location(s) upto 10% (ten percent) shall not result in revision in License fee.

(ix) Taxes

The License Fee paid by the Licensee to ITPO shall be exclusive of Taxes and all Taxes shall be paid over and above the License Fee. The payment of applicable Taxes in respect of the License Fee and any other taxes applicable under the law shall be the obligation of the Licensee and shall be borne by the Licensee at its own risks and costs. The Licensee shall remit the amount of GST in respect of use of the location(s) to ITPO. It is clarified that the Licensee shall pay the taxes except GST in respect of use of locations directly to relevant governmental authorities which shall be over and above the License fees. Direct taxes including withholding tax on respective income shall be borne by the respective parties.

(x) Payment of License Fee

- (a) Except as expressly specified otherwise, the quarterly payment of License Fee to made by way of direct transfer into ITPO Account as per the details state below:

Insert detail of Bank account:[..... to be furnished by the ITPO]

- (b) The License Fee bills however will be raised by ITPO in accordance with the terms and conditions of the License Agreement by 10th of preceding month. Consequent to raising of an invoice as stipulated above, the License Fee shall be paid by the Licensee to ITPO every quarter, by the 25th (twenty fifth) day of preceding Month, failing which interest at the rate of 9% per annum shall be charged.

- (c) All payments towards License Fee, payable by the Licensee to ITPO, shall be in Indian Rupees and by way of electronic fund transfers through RTGS system.

- (xi) Credit facilities to any person, if allowed by [LICENSEE], shall be at the sole discretion of [LICENSEE] and ITPO shall not be responsible for any bad debts.

- (xii) The repair, upkeep and maintenance of the LOCATIONS (other than the centralized services), janitorial services, security and valet service, credit card related expenses, and adequate marketing, promotion and business development (including publicity and programme related expenses as may be necessary in connection with optimum utilization of the various LOCATIONS in consonance with the image, philosophy, status and aims of ITPO), are part of the responsibilities of the Operator, all such services to be rendered at Operator's own cost and expense.

- (xiii) The Licensor shall pay Property Tax charges to the concerned authorities in respect of all the licensed premises i.e. "Locations" in accordance with the relevant provisions of the applicable Acts/ rules of MCD including administrative charges, if any.

13.2 Taxes

The License Fee paid by the Licensee to the Licensors shall be exclusive of GST and all Taxes shall be paid over and above the License Fee. The payment of applicable Taxes in respect of the License Fee and any other statutory taxes applicable under the law shall be the obligation of the Licensee and shall be borne by the Licensee at its own risks and costs. The Licensee shall remit the amount of GST in respect of use of the Location(s) to the Licensors.

13.3 Verification of GOR and Top-line/Gross Sales

- (i) The Licensee shall and shall cause the Sub-Licensee to maintain books of accounts in accordance with the Applicable Laws and in a manner acceptable to the Licensors, showing the Gross Sales and net sales of the business conducted at each of the F&B Outlets and the Locations.

For the purposes of determining the Gross Sales, the Licensee shall and shall cause the Sub-Licensee to provide to the Licensors a statement (along with itemized sales report /statement) on quarterly basis (“MIS Statement”) duly certified by Chartered Accountant, showing GOR, Topline/Gross Sales and net sales earned from the F&B Outlets / Location(s), not later than thirty (30) Business Days after the end of every quarter. **The Licensee shall and shall cause the Sub-Licensee to provide to the Licensors copy of the GST returns on quarterly basis filed with the concerned Government Authorities to ascertain the Gross Sales of the Licensee as well as the Sub-Licensees from the F&B Outlets from each of the Locations.**

- (ii) The Licensee shall and shall cause the Sub-Licensee to engage the services of a chartered accountant, at their own cost, for carrying out the regular audit of the accounts of the Licensee and Sub-Licensee pertaining to each of the F&B Outlets at the Locations.
- (iii) The Licensee shall and shall cause the Sub-Licensee to submit to the Licensors, audited statement (in the format approved in writing by the Licensors) from a Chartered Accountant on **quarterly** basis (to be itemized monthly) showing GOR, Gross Sales and net sales earned from F&B Outlets from each of the Locations, not later than 30 (thirty) days after the end of each **quarter** (or part thereof where applicable). **For the purpose of calculation of interest on delayed payment, the date will be reckoned from the date on which amount is credited in Licensors’ bank account after 15 days from the date of invoice raised by ITPO.** Upon reconciliation of the accounts, where it is found that the GOR and Topline/Gross Sales as declared by the Licensee and/or the Sub-Licensee are lower than the audited GOR and Top-line/Gross Sales, resulting in the Licensee and/or the Sub-Licensee having paid a lower percentage share of GOR to the Licensors, the Licensee and/or the Sub-Licensee shall be liable to pay the deficit amount of the GOR with an interest at the rate of 9% per annum applicable from the 16th day of the date of the invoice. The Licensee and/or the Sub-Licensee shall deposit such deficit Variable License Fee within 15 (fifteen) days from the date of invoice raised by ITPO after quarterly reconciliation. In case any excess payment on account of GOR is provided by the Licensee and/or the Sub-Licensee, the same will be returned/ adjusted without any interest by the Licensors and/or the Sub-Licensee after reconciliation of the accounts.

13.4 Utility Payments

In addition to the aforesaid payments, the Licensee shall also be obligated to pay utility bills including the electricity bill, water bill and such other common infrastructure charges as may be applicable from time to time.

13.5 Electronic Point of sale (EPOS)

- (i) The Licensee shall and shall cause the Sub-Licensee to install an automated sales capture software and EPOS terminal at the Location(s) in order to have computerised/electronic recording of sales. No manual billing practiced at the F&B Outlets of the exhibition complex. Under circumstances of breakdown or unavoidable outage, the Licensee / Sub-Licensee is required to seek immediate approval from Licensor for such temporary manual billing option with assurance to pass the manual data in the POS software immediately on resolution of breakdown. The Licensee will provide the read access to the Licensor of this automated sales capture software at EPOS terminals so that the sales at the Location(s) can be viewed on real time basis by the Licensor.
- (ii) The Licensee shall and shall cause the Sub-Licensee to install operational EPOS terminal at the Location(s). All the transactions at the Location shall be carried out through the EPOS only and the Licensee shall and shall cause the Sub-Licensee to ensure that the staff manning the EPOS is fully competent to operate the same.
- (iii) The Licensee shall and shall cause the Sub-Licensee to permit the Licensor's authorized persons to inspect the EPOS terminals at the Locations at any time.
- (iv) The Licensor may at its discretion appoint a third party engineer to audit the Licensee's and the Sub-Licensee's EPOS terminals, from time to time. The Licensee shall and shall cause the Sub-Licensee to keep the audit rolls of Licensee's and Sub-Licensee's EPOS terminals and upon request by the Licensor submit such audit rolls to the Licensor. Licensor has the right to take action on the Licensee and the Sub-Licensee -doing direct billing without entering the data into the EPOS system (issuing manual receipt without a genuine cause.
- (v) The Licensee shall and shall cause the Sub-Licensee to obtain the approval of the Licensor for any relocation of the EPOS terminals at the Location and to bear the cost of such relocation.
- (vi) The Licensee shall and shall cause the Sub-Licensee to allow all sales data and information at each of the EPOS terminals to be transmitted to the Licensor's host system in a hard copy on a daily basis for audit purpose.

(vii) Automatic Sales Reporting

The Licensee shall and shall cause the Sub-Licensee to install automated sales capture software by integration methods that allows near real time capture of required data. Sales report will be generated automatically by the method of capture which will be integration and printing.

In order to facilitate this mechanism, the Licensee shall and shall cause the Sub-Licensee to:

- a. Install at its own cost a point of sale system compatible with such specified Integration methods

- b. Provide on demand all details of the software, its supplier, software solution POS and POS back end package being used by the Licensee to the Licensor / Sub-Licensee.
- c. Give its irrevocable consent to the Licensor to appoint an EPOS consultant or a software consultant at Licensor's discretion to implement the process of tracking accurate sales data through a free and uninterrupted real time connectivity from the Licensee's / Sub-Licensee's POS to the Licensor's servers.
- d. Render complete support and full cooperation to the Licensor and its EPOS consultant or the software consultant.
- e. To obtain all required approvals from its software supplier and implement this process.
- f. Allowing the Licensor to install through its appointed EPOS consultant, an integration service with Licensee's / Sub-Licensee's POS software, such that the POS is capable of allowing data capture automatically to the Licensor.
- g. The number of POS system available at the Locations to be declared to the Licensor's authorized officials or to the appointed EPOS consultant and ensure its integration with the EPOS data capture process. Undeclared POS used will result in breach of agreement and its consequences.
- h. No manual billing practiced at the F&B Outlets of the exhibition complex, under circumstances of breakdown or unavoidable outage the Licensee / Sub-Licensee to seek immediate approval from Licensor for such temporary manual billing option with assurance to pass the manual data in the POS software immediately on resolution of breakdown.
- i. Use of accounting software as a replacement for POS billing by the Licensee / Sub-Licensee is strictly not allowed.
- j. Implement smart cards in Food outlets wherein the Customer could use the smart card as plastic money to buy food & beverages from multiple counters available in the Food Courts.

13.6 Independent Audit

The Licensor may in its discretion and at its own cost, **cause the conduct of** independent audit of the accounts of the Licensee and the Sub-Licensee pertaining to any one or more of the F&B Outlets / Locations. The Licensee undertakes to co-operate and shall cause the Sub-Licensee to co-operate with the Licensor and its agents in the conduct of the independent audit, and for such purpose to provide access to the authorized persons of the Licensor or its agents to the F&B Outlets, to allow the Licensor or its agents to inspect and have access, at any time, to the books of accounts, audited / unaudited statements, the gross sales/itemized sales reports/statements, audit rolls maintained by the Licensee and Sub-Licensee, receipts generated at the electronic point of sale terminals as maintained by the Licensee and Sub-Licensee and any other information as may be required by the Licensor or its auditors for the purpose of such independent audit. The Licensee shall and shall cause the Sub-Licensee to provide access to the Licensor and its appointed auditors to the

books of accounts of the Step Down Agreements entered into by the Licensee and the Sub-Licensee.

14. PERFORMANCE GUARANTEE

- 14.1 The Licensee shall all the time during the License Term maintain with the Licensor a performance bank guarantee to guarantee its performance under this Agreement. The performance bank guarantee shall be for an amount equivalent to average **one year's (12 months) Assured Minimum Guarantee (AMG) as per tender document in the form of Bank Guarantee** favouring ITPO, New Delhi payable at New Delhi with validity of one year beyond the License period before commencement of the operation at the Locations. ITPO shall be entitled to invoke and take recourse to this Performance Bank Guarantee for the whole amount or part of the amount of the Bank Guarantee in appropriation and adjustment of any outstanding claim or demand of ITPO for breach or default on the part of [LICENSEE] under this Agreement, including non-payment of the whole or part of the Assured Minimum Guarantee (AMG) annual amount or the whole or part of ITPO's share in Gross Operating Revenue.

14.2 Release of Performance Guarantee

The performance guarantee shall remain valid for a period of one year beyond the license period and shall be released only upon settling all outstanding dues and handing over vacant and peaceful possession by the Licensee after the expiry /termination of License Term.

- 14.3 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 a part of or the entire performance guarantee in addition to the right to terminate the Agreement after following due process and disconnect utilities like electricity, water, gas etc.

15. PAYMENT OF DUES AND RATES & TAXES

- 15.1 Licensee is required to make time-bound payments of all dues towards Conservancy & Caretaking Service Charges, Electricity Supply Commissioning & Consumption Charges, Water Supply Commissioning & Consumption Charges, PNG Supply Commissioning & Consumption Charges etc. and applicable taxes, within 15 days from the date of the invoice/ bill.
- 15.2 If any payment towards electricity, water, gas, conservancy, other utilities, caretaking services charges, penalties and any other dues remain outstanding beyond 15 days from the date of the invoice(s)/ bill(s). If the bills are not paid within 15 days of its invoice date, penal interest @9% per annum applicable from the 16th day of the date of invoice till date of actual remittance of the dues shall be chargeable to the Licensee. In case dues still remain unpaid, ITPO after two months 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. Licensor shall have the right to terminate the License if the dues remain unpaid as per the RFP provisions after following due process and forfeit a part of or the entire performance guarantee. The electricity, PNG

and water connections shall also be disconnected forthwith. The claim of the Licensee to the goods lying at the Locations would not be entertained.

- 15.3 The utility charges inter-alia including Conservancy & Caretaking Service Charges, Electricity Charges, Water Charges, PNG 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.
- 15.4 The Conservancy & Caretaking Services Charges are to be paid yearly in advance as per the invoice(s) raised by the licensor. Electricity, Water and PNG consumption charges are to be paid monthly post completion of the service period.
- 15.5 If the outstanding dues are more than the performance guarantee amount, the Licensor shall take appropriate action for recovery of balance amount payable to the Licensor along with penal interest @9% per annum applicable from the 16th day of the date of invoice till date of actual remittance of the dues shall be chargeable to the Licensee.
- 15.6 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-I which are subject to revision without any notice. This conservancy charge as per rates prescribed is payable for removal of the waste generated by the Licensee from the designated Location upto which he shall transport the same by his 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 by ITPO or its authorized agency/representative.
- 15.7 No part of the paid license fee, performance guarantee amount and conservancy charges is refundable in the event of termination/revocation of the License by the Licensor / Licensee.
- 15.8 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.
- 15.9 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.

16. **ENTRY & EXIT AND PARKING**

- 16.1 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.
- 16.2 Entry of vehicles inside the Pragati Maidan is not permitted during the fair/exhibition hours. Only limited number of essential service vehicles, with valid service pass, shall

be allowed entry. During the IITF and other major fairs, the entry of service vehicles shall be regulated by the Licensor to meet the specific requirements.

- 16.3 The Licensee shall be issued entry passes for their officials/ employees including service, sanitation staff to support the operations.
- 16.4 Licensed Premises shall not be used for residential purposes by the Licensee or its employees. Only personnel deployed for night security of the Locations will be permitted to stay back in the night hours. A list of such personnel with details to be sent to Security Division of ITPO.
- 16.5 The Licensee will be issued parking labels of suitable parking area for their vehicles.

17. SAFETY AND SECURITY

- 17.1 The Licensee shall arrange at its own cost the security of the Licensed Premises and inventory thereof and the Licensor shall not be responsible in any manner whatsoever for the security of the Licensed Premises and the goods stored therein. **The Licensee shall arrange to install adequate numbers of CCTV cameras covering important areas like cooking area, stores, gates etc. with sufficient recording and monitoring capacity.**
- 17.2 The Licensee shall make appropriate arrangement and install adequate fire-fighting equipments in accordance with Delhi Fire Service bye laws at its own cost and ensure that they are periodically checked and maintained. The Licensor shall have the right to get the installed equipments checked / monitored from Delhi Fire Service or any other approved agency at the cost of the Licensee if felt appropriate during the period of License. The Licensee shall maintain clear direct access to all fire prevention and safety equipments such as hose reels, fire alarms etc. The Licensee will also obtain NOC from Delhi Fire Service in respect of allotted Licensed Premises before commencement of operation at the Location. **Timely renewal of the same should be strictly undertaken by the licensee under intimation to ITPO as per rules.**
- 17.3 The following fire safety guidelines should be followed by the licensee:
 - i. The licensee should install sufficient sets of Fire extinguishers and maintain them in healthy condition. The description of the fire extinguishers is as under:
 - a. K Type fire extinguishers
 - b. CO₂ (4.5 KG)
 - c. Mechanical Foam (9 litres)
 - ii. 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.
 - iii. All the exit and passage should be un-obstructed and exit signage should be put at every exit point.
 - iv. Five pieces of gel or fire blanket should be kept at specific locations.

- v. No flammable articles should be stored inside the outlet and garbage/leftover should be cleared on daily basis.
 - vi. The Licensee should deploy appropriate numbers of fire guards during the events.
- 17.4 The Licensee shall also ensure that its authorized representative promptly notify the Licensor's security division in case of any inebriated, rowdy and other anti-social elements creating trouble in the Licensed Premises.
- 17.5 The Licensee and its employees shall comply with any special instructions issued from Licensor / Delhi Police / Security Agencies including those with regard to security from time to time.
- 17.6 Requisite license to operate F&B outlet(s) at Exhibition complex in Pragati Maidan will have to be obtained from Delhi Police/Municipal authorities/FSSAI etc. before commencement of operation at the Location in the name of company concerned/in the name of the authorized representative. Timely renewal of the same should be strictly undertaken by the Licensee under intimation in ITPO as per rules. Licensee shall be responsible for food safety, hygiene and inspection by FSSAI, Municipal authorities, etc.

18. DAMAGES AND PENALTY

- 18.1 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 will be cancelled on the spot and electricity, water & PNG connections shall also be disconnected, **without any notice**.
- 18.2 Pre-estimated damages as specified below shall be levied by the Licensor on the Licensee.
- For violation/non-compliance of any Terms/Conditions following liquidated damages shall be levied:
- (i) For 1st violation- warning will be given.
 - (ii) For 2nd violation- penalty of Rs.50,000/- plus applicable GST.
 - (iii) For 3rd violation- penalty of Rs.2,00,000/- plus applicable GST.
 - (iv) For 4th violation- penalty of Rs.5,00,000/- plus applicable GST.
 - (v) For 5th violation- penalty of Rs.10,00,000/-plus applicable GST even termination of License Agreement may be considered by the Licensor and Security deposit may be forfeited.
- 18.3 The Licensee shall abide by all directions issued by the Licensor in order to maintain and upkeep the Locations in a proper state of cleanliness and hygiene in and around the F&B Outlets 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 License Agreement shall be terminated/cancelled.

- 18.4 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 License Agreement and in such a situation no refund towards license fee, security deposit and other deposits towards services will be permissible. The decision of the Licensor in this regard shall be final and binding.
- 18.5 The Licensee shall not cause damage to any structure, installation, fixture, device, etc. in Pragati Maidan and in the event of any damage being caused to the same intentionally or otherwise, by the Licensee or his employees or invitees or customers, the Licensee shall make good any such damage so caused to the satisfaction of the Licensor and / or the Licensor shall be entitled to repair the damage or make the requisite replacement and call upon the Licensee to reimburse cost thereof forthwith or on demand by Licensor.
- 18.6 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.

19. GENERAL

- 19.1 The licensee shall at all times observe and conform with all such rules, regulations and directions as may be imposed on the Licensee by the Licensor from time to time for the management and administration of the F&B Outlets at exhibition complex or under any Applicable Law and at all times ensure that all employees / contractors or agents of the Licensee observe and comply with all Applicable Laws and all such rules, regulations and directions as may be issued by the Licensor from time to time.
- 19.2 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.
- 19.3 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 in the Licensed Premises.
- 19.4 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.
- 19.5 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.
- 19.6 In case of any strike or lock-out either in the Pragati Maidan or in the Licensed Premises or for security reasons or otherwise and 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 License Fees or any other compensation, whatsoever in nature.

- 19.7 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 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 Locations and in respect of use of toilets etc.

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

- 19.8 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 License Fees etc.
- 19.9 Gambling, disco, dancing, karaoke, jam session, wedding functions, 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 cancellation / revocation of License. Marriage/ Reception of Barat, Engagement Ceremony, Mundan Ceremony etc. having religious connotations/ rituals will not be allowed/ permitted at the F&B outlets in Pragati Maidan during the term of the license/ contract. This list is indicative in nature and not exhaustive. Banquets/ Feasts relating to official/ business functions, conferences not having any religious connotations/ rituals may be however be permitted, subject to adherence of all other terms & conditions of the license agreement. For organizing all such activities, prior written approval from the licensor shall be mandatory and the licensor reserves full rights to accept or reject such requests without assigning any reason whatsoever.
- 19.10 Licensor reserves the right to withdraw / temporarily suspend the use of specified area of the Locations due to security reasons, VIP movement or for meeting any other statutory obligations. No License Fee of that period shall be refunded in this regard and no compensation in terms of grant of extra period beyond license term shall be considered by Licensor in this case.
- 19.11 The Licensee shall allow free access to the space/Locations at all times for the authorized representatives of the Licensor, and the independent auditor, and for the persons and vehicles duly authorized by any Government Instrumentality to inspect or to investigate any matter within their authority, and upon reasonable notice, the Licensee shall provide to such person's reasonable assistance necessary to carry out their respective duties and functions.

- 19.12 Use of plastic bags etc. in Pragati Maidan is prohibited as per direction of Govt. of NCT Delhi.
- 19.13 Emergency lights in working condition must be available in all individual eating area in the F&B outlets.
- 19.14 The licensee if permitted by the licensor to organize cocktail dinners, conferences, banquets/ buffet etc. during any trade related events shall also be permitted to serve alcoholic beverages post seeking No Objection Certificate (NOC) from the licensor and required day liquor license(s) from the government authorities. All licenses, permits, approvals and consents which are required for the sale and service of alcoholic beverages on the Premises have to be obtained from the applicable Governmental Authorities by the licensee.

The sale and service of alcoholic beverages by the licensee shall be in accordance with the relevant statutory rules and regulations.

19.15 Environmental Standards:

- (a) **Definitions:** For the purpose of this subsection, the following terms shall be defined as provided below unless the context clearly requires a different meaning:
- (b) **“Laws or Regulation”** shall mean any environmentally related local, state, or law, regulation, ordinance, or order (*including without limitation any final order of any court of competent jurisdiction of which the Licensee has knowledge*), now or hereafter in effect including but not limited to the Clean Air Act, the Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Solid and Hazardous Waste Act, the Occupational Safety and Health Act, the Emergency Planning and Community Act, and the Solid Waste Disposal Act, as amended from time to time
- (c) **“Hazardous Substances”** shall mean any hazardous, toxic, or dangerous substance, waste, or material that is regulated under any federal, state, or local statute, ordinance, or regulation relating to environmental protection, contamination, or cleanup.
- (d) The Licensee shall provide ITPO or its agent with access to the Facilities to conduct an annual environmental inspection at such other time(s) as may be decided by ITPO. In addition, the Licensee shall permit ITPO access to the Facilities at any time, upon reasonable notice, for the purpose of conducting environmental testing. The Licensee shall not conduct or permit others to conduct environmental testing on the Facilities without written consent of ITPO, which shall not be unreasonably withheld. The Contractor shall promptly inform ITPO of the existence of any environmental study, evaluation, investigation, or results of any environmental testing conducted on the Facilities whenever the same becomes known to the Licensee, and the Licensee shall provide a written copy of the same to ITPO within thirty (30) days after the preparation of any such material.

19.16 Procurement Policy

The Licensee will hold ITPO harmless from actions by suppliers and will permit no liens whatsoever to be placed against the property of ITPO as a result of the

failure of the Licensee, his agents, Contractors, and/or sub-contractors to make all payments required of them in this connection.

20. INSURANCE

The licensee will obtain comprehensive insurance policy for the specified amount to cover damage to the F&B outlet(s) by any means including fire etc., as under:-

- (i) The Licensee will be required to obtain comprehensive insurance policy in respect of the F&B Outlets in exhibition complex against all risks for a suitable amount. It shall be the responsibility of the Licensee to ensure that the insurance policy remains effective without any break during the period of License. The comprehensive Insurance Policy in respect of allotted Licensed Premises shall be procured before the date of commencement of operation and timely renewal of the same should be strictly undertaken by the Licensee under intimation to ITPO as per rules.
- (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 License.
- (iii) ITPO will not be liable to pay for any loss/damage/claim arising out of the operation by the F&B Operator. The damages/loss to ITPO's property will be recovered from the licensee by ITPO at the value as assessed by ITPO.

21. INVENTORY OF ALL FIXTURES & FITTINGS

- 21.1 The Licensee agrees that on the service of a notice by either Party of its intent to terminate the Agreement or at least 6 (six) months prior to the expiry of the License Term, as the case may be, it shall conduct or cause to be conducted under the Licensor's supervision, a survey of the facilities and services to ascertain the condition thereof, verifying compliance with the Licensee's obligations under this Agreement and to prepare an inventory of the assets comprised in the License.
- 21.2 If, as a result of the survey, the Licensor shall observe/notice that the Site and/or the Licensor's assets at the Location(s) and/or the facilities and services or any part thereof have/has not been operated and maintained in accordance with the requirements there under this Agreement (normal wear and tear excepted) the Licensee shall, at its own cost and expenses, take all necessary steps to put the same in good working conditions well before handing back the peaceful vacant possession of the Locations.
- 21.3 In the event the Licensee fails to comply with the provisions of this Agreement, the Licensor may itself cause the survey and inventory of assets and the facilities and services to be conducted. The Licensor shall be compensated by the Licensee for any costs incurred in conducting such survey and preparation of inventory.

22. 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 not be

unreasonably priced. In case of any complaint the Licensee shall be solely answerable in respect of goods sold from the Licensed Premises.

23. INDEMNITY

- 23.1 The Licensee shall indemnify and keep indemnified the Licensor, its directors, officers and employees 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 License and subsequent thereto relating to the period of License. The Licensor shall not be responsible in any way for loss or damage by any means caused to the Licensee's stock or property or injury to any third parties during the period of License.
- 23.2 The Licensee shall indemnify and keep indemnified the Licensor, its directors, officers and employees 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 License and subsequent thereto relating to the period of License. The licensee shall comply with EPFO, ESI and other laws and shall keep ITPO indemnified against such claim by the Statutory Authority.
- 23.3 The Licensee will indemnify the Licensor, its directors, officers and employees towards any willful infringement or contravention of any rules, regulations or laws of South Delhi Municipal Corporation or any 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.
- 23.4 The Licensee and its sub-licensee(s), if any, will furnish an enforceable Indemnity Bond to the above effect, as per approved format shared by ITPO.

24. TERMINATION / REVOCATION OF LICENSE

- 24.1 In the event of unsatisfactory performance of the Licensee and/or default under the License Agreement including the failure of the Licensee to pay the License Fee or any other charges resulting in outstanding dues. The Licensor would issue a Notice of Dissatisfaction which is defined as a written notice of thirty (30) days (served in writing by the Licensor/Licensee on the other), specifically highlighting the instances which specifies the deficient discharge of obligations (Events of default) as provided in the "License Agreement" and especially the instance(s) of unsatisfactory performance.
- 24.2 The Licensor as well as the Licensee will have the option to terminate the License Agreement by giving a Notice in writing of Notice of Termination of One Hundred and twenty (120) days at any time during the currency of the License Agreement, but after having completed the minimum lock in period ("Minimum Lock in Period") equivalent to five (5) years of the License Term. However, Licensor will be entitled to issue such Notice of Termination of one hundred and twenty (120) days even during the Minimum Lock in Period in the event of unsatisfactory performance misappropriation of funds and financial irregularities and/or misrepresentation.

In case the License is terminated by the Licensor before the minimum lock-in period, the F&B Licensee may be allowed to take his furniture and fixtures without damaging the property of ITPO and without making any structural damages.

- 24.3 The Licensee will have to operate the F&B outlets at exhibition complex for a minimum lock in period which would not be less than five (5) years. In the event of Licensee decides to exit the License Agreement at the end of the Minimum Lock in period it would need to issue the Notice of dissatisfaction and Notice of Termination in such a manner so that the expiry of the Notice Period synchronizes with the expiry date of the Minimum Lock in Period. The option of moving out of the License Agreement prior to expiry of the Minimum Lock in Period is not available to the Licensee. However, in the event of Licensee leaving on any date before the expiry of the Minimum Lock in Period it would have to face forfeiture of part or entire performance guarantee, forfeiture of all advances available with ITPO and a ban/debarring for such period as deemed fit by the Licensor on future participation in Tenders/ RFPs floated by the Licensor.
- 24.4 Unless terminated earlier in accordance with the provisions of License Agreement, the Agreement shall terminate upon the expiry of License Term.
- 24.5 In case, where the Agreement is terminated pursuant to Clause 24.2, the Licensor shall forfeit a part of or the entire performance guarantee. However, the exclusionary provision of dealing with a situation of termination before the Minimum Lock in period would prevail over and above this provision.
- 24.6 In the event of termination under Clause 24.1, the Licensee undertakes to vacate the Licensed Premises within fifteen (15) days or as directed by the Licensor. The Licensee shall remove all its materials, belongings, etc. from such locations at the Licensee's own cost, failing which the Licensor shall have the right to take over such property and sell the same at such price as it may get, and utilize the proceeds towards payment of any outstanding amounts due from the licensee (including cost of such removal).
- 24.7 Save and except as otherwise expressly provided herein, the Licensor shall not be liable to compensate the Licensee in any manner whatsoever in the event of earlier termination for any reason whatsoever.
- 24.8 Upon the expiry of the period of the Licensed Term or earlier termination of the License for any cause whatsoever, the Licensee shall have no right, title, interest to use the said Licensed Premises. The Licensor shall have undisputed right to make use of the said Licensed Premises at its discretion thereafter and also to grant license and/or further rights of the Licensed Premises to any third person or any other party(ies). It will be lawful for the Licensor without notice to enter upon the Licensed Premises after the revocation of the License on termination/expiry of this Agreement.
- 24.9 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.
- 24.10 The F&B Outlets at the exhibition complex are only meant for serving food & beverages to the 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 without prior approval of the Licensor. The

Licensor shall have the discretion to undertake any advertising and promotional activity in the Licensed Premises.

- 24.11 No open space other than the Licensed Premises can be occupied for any activity. The Licensee shall not use or encroach upon any area other than the allotted area, including service corridor, outside area of mezzanine, circulation area, meeting room(s), staircase, toilets, service lifts etc. The Licensee shall use the service lift(s) and service staircase(s) for movement of the goods, consumables, furniture, equipments etc.
- 24.12 Any indulgence in such an activity as indicated above at 24.10 and 24.11 can be a reason or cause for termination/cancellation/revocation of the License.
- 24.13 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 2013 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.
- 24.14 In case if for any reason whatsoever the Licensee continues to occupy the Licensed Premises beyond the expiry of Agreement, The Licensee acknowledges unequivocal right of the Licensor to impose penalty@ 5 (five) times the license fee plus applicable GST/Taxes (to be calculated on pro rata basis of Annual Monthly Guarantee) or Rs. 1.00 lakh (Rupees one lakh) per day plus applicable GST/Taxes, whichever is higher, for the first seven days of default; 10 (ten) times of the license fee plus applicable GST/Taxes (to be calculated on pro rata basis of Annual Minimum Guarantee) or Rs. 2.00 lakh (Rupees two lakh) per day plus applicable GST/Taxes, whichever is higher, for the next seven days of default 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 site 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.
- 24.15 In case if it comes to notice that information/documents furnished by the Licensee along with the Proposal or after award of the contract are false fraudulent, incorrect, misleading or forged, the Licensor shall be entitled to terminate/revoke/cancel the License granted under this Agreement with an immediate effect. In such case, the Licensee will not be entitled to any refund of License Fee and the Performance Guarantee shall be liable to be forfeited in whole or in part.
- 24.16 For violation of any term & condition of the License, the Licensor shall be entitled to cancel/terminate/revoke the License granted under this Agreement. A few illustrative clauses in this regard are mentioned below. This list is, however, only indicative and not exhaustive.

- (a) For any failure to maintain cleanliness and hygienic conditions in and around F&B outlets in exhibition complex or the quality of food and Beverages served being unsatisfactory as indicated.
 - (b) Organizing 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 outlets.
 - (e) On any violation/non-compliance of terms & conditions and / or bid document/Award Letter.
- 24.17 Any change in the composition of the SPV Company without the permission of ITPO during the license period may lead to termination of the License Agreement.
- 24.18 The Licensor, at its sole discretion, shall have the right to terminate/revoke the license in respect of the Licensed Premises by giving a notice of 30 days. In such a situation, the Licensor shall release and refund the available Security Deposit to the licensee, provided there are no outstanding claims of the Licensor on the Licensee.
- 24.19 The Authority may also, at its sole discretion, for any reason whatsoever, at any time during the Concession Term terminate the rights of the Concession with respect to any of the site(s), whenever the Authority shall determine that such Termination is in the best interests of the Authority; provided that before such Termination, the Authority shall by a notice, inform the Concessionaire of its intent to terminate the Agreement and grant 30 days to the Concessionaire to make a representation, and may after the expiry of such 30 days, whether or not it is in receipt of such representation, terminate the agreement. The concessionaire agrees and acknowledges that upon termination by Authority the Concessionaire shall not be entitled for damages, reimbursement of any costs or compensation for anticipatory profits.
25. **DISPUTES, REFUND, CLAIM, STAMP DUTY & OTHER CHARGES, JURISDICTION, INTERPRETATION ETC.**

25.1	Refund	In case the Licensee vacates the Licensed Premises before the expiry of the License Period, the Licensor will not refund any part of the License Fee or any other charges to the Licensee.
25.2	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.
25.3	Exit Permit	On expiry/cancellation/termination of license, Exit Permit/ Gate Pass will be issued on receipt of all the dues by the licensor. Gate passes will be issued by the Licensor for taking out legitimate material out of Pragati Maidan by the Licensee.
25.4	Storage	No storage is allowed outside the Licensed Premises.

25.5	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 Agreement. All other applicable charges shall also be borne by the Licensee.
25.6	Jurisdiction	This Agreement is subject to the exclusive jurisdiction of Courts in Delhi state under adjudication of High Court of Delhi.
25.7	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.

26. **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 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 license agreement.
- (iv) Licensee shall not store or bring into the Licensed Premises any inflammable or otherwise dangerous materials / goods, narcotics or drugs/ alcoholic beverages **(apart from those alcoholic beverages permitted inside fine dining restaurants with prior approval of ITPO and adhering strictly to all norms laid out by ITPO relating to the matter)**, 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 license(s) from the concerned authorities in advance. Any F&B operator found infringing Copyright Act shall be personally liable to pay the penalty and indemnify ITPO for such infringements.

27. FORCE-MAJEURE

If at any time, during the continuance of the License Term, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of State or direction from Governmental Authority, explosion, epidemic, quarantine restriction, strikes and lockouts(as are not limited to the establishments and facilities of the contractor), fire, floods, natural calamities or any act of GOD (hereinafter referred to as “**Event**”), provided notice of happenings of any such Event is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither Party shall, by reason of such event, be entitled to terminate this Agreement, nor shall either Party have any such claims for damages against the other, in respect of such non-performance or delay in performance provided the Agreement shall be resumed as soon as practicable, after such Event comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this Agreement is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the Agreement. 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.

28. 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 Licensor 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.

29. MISCELLANEOUS

29.1 Entire Agreement

The RFP/ tender document shall form an integral part of the Agreement, provided that if there is any inconsistency between any of these documents and the Agreement, the Agreement shall prevail over the RFP/ tender document.

29.2 Partnership, Joint Venture or Agency

Nothing in this Agreement shall create a partnership, joint venture or an agency between the Parties. No Party shall, by virtue of this Agreement have the power or authority to enter into any agreement or undertaking for or to act on behalf of or otherwise to bind the other Party as to any matter or thing.

29.3 Assignment

The benefits under the License or any of them shall not be assigned, transferred, shared or otherwise parted with, in whole or in part by the Licensee, except in accordance with the terms of this Agreement.

29.4 Severability

If any provision, including any phrase, sentence, Clause or sub-clause, of this Agreement is or becomes invalid, inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering such provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision herein contained invalid, inoperative, or unenforceable to any extent whatsoever.

29.5 Delay or Waiver

No delay on the part of the Parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of the Parties of any right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which the Parties may otherwise have at law or in equity.

The acceptance of fixed License Fee and other sums hereby reserved by the Licensor shall not be deemed to operate as a waiver by the Licensor of any right to proceed against the Licensee in respect of a breach by the Licensee of any covenant, obligation or provision in this Agreement contained or implied.

No waiver by the Licensor of one breach of any covenant, obligation or provision in this Agreement contained or implied shall operate as a waiver of another breach of the same or of any other covenant, obligation or provision in this Agreement contained or implied in this Agreement.

29.6 Confidentiality

The Parties agree that they will hold in confidence the terms and conditions of this Agreement, all information, documentation etc. which comes to their knowledge in the course of this Agreement (“**Confidential Information**”) and will not disclose to any third party or use Confidential Information or any part thereof without the other

Party's prior written consent provided that Confidential Information may be disclosed to any governmental or regulatory authority requiring such disclosure under law.

29.7 Notice

Notices, demands or other communication required or permitted to be given or made under this Agreement shall be in writing and delivered personally or sent by prepaid post with recorded delivery, or by legible fax or by reputed courier and confirmed by registered mail/ courier addressed to the intended recipient at its address set forth below, or to such other address and fax number as any Party may from time to time duly notify to the others:

ITPO

Mr. []
[Designation]
[Address]
Email: []

[PLEASE INSERT THE NAME AND DETAILS OF THE LICENSEE.]

A notice shall be deemed to have been served if delivered personally on the date of delivery, if posted on the expiration of 3 days after posting, and if sent by fax on the date of transmission.

29.8 Interest

All outstanding amounts payable by the Licensee under this Agreement that are not paid by their respective due dates in accordance with this Agreement shall carry simple interest at a rate of 9% per annum calculated on a monthly basis (and for this purpose part of any month shall be construed as full month) from the date due until the date of payment.

29.9 Stamp Duty

The Licensee shall pay stamp duty and registration charges, as prescribed under Applicable Law in relation to this Agreement.

29.10 Amendment and Waiver

All amendments to this Agreement shall be through a written instrument agreed and signed by both the Parties.

No waiver of any provision of this Agreement, nor consent to any departure by any of the Parties therefrom, shall in any event be effective unless the same shall be in writing and signed by the Parties and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

29.11 Non-Exclusivity

The Licensee's rights to set up, operate and maintain the F&B Outlets in accordance with this Agreement, is not exclusive and shall not prevent the Licensor from granting a similar right to other parties.

29.12 Co-terminus

In case any time during the period of License, Government or any other Authority competent for the purpose, decides or issues directives for the closure or transfer or disinvestment of the Licensor or decides the use of the area for the other purpose, the License shall stand co-terminus in that event.

29.13 Change of Ownership, Control and Management of the Licensee or Change in the Shareholding of the Licensee

There shall be no change in the ownership or Control or management of the Licensee (and where the Selected Bidder was a Consortium, each of the members of the Consortium) without the prior written consent of the Licensor, failing which the Licensor shall have the right to terminate the Agreement forthwith. The Licensee shall seek permission of the Licensor at least 15 (fifteen) days prior to the proposed change of Control or ownership or management of the Licensee.

29.14 Change in Ownership of the Licensor

The Licensee agrees and acknowledges that the Licensor is controlled by the Government of India. Any decision of the Government of India leading to the Licensor ceasing to operate the IECC or as per the decision of the Competent Authority of the Licensor, shall authorize the Licensor to assign and novate this Agreement in favour of any successor entity or subsidiary or SPV, etc. so designated to operate and manage IECC or any of its functions including F&B activities. Any such successor entity or subsidiary or SPV, etc. shall ensure that this Agreement is in operation till the expiry of the License Period or till such time the same is not terminated in accordance with the terms hereof.

29.15 Intellectual Property Rights

Neither the Licensor's name in any form nor any other intellectual property rights associated with it or belonging to the Licensor shall be used in any promotional materials, signs, announcements or other forms of communication or advertising by the Licensee or in any other manner whatsoever, unless the Licensor's express written permission for such use has been obtained in advance.

29.16 Survival

The provisions of Clauses [], [], [] and this Clause 27 shall survive the termination of this Agreement.

30. 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/ sub-licensee(s) 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 18.2 of clause “18. 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 two months 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day, month and year first above written.

ANNEXURE I: 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)</p> <p>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.</p> <p>b. Electricity Service Connection Charge (One time): Rs.262.00 per KW.</p> <p>2. (Non-metered consumers): 12 HRS, per day</p> <p>a. Electricity Consumption Charges: Rs.264.00 KW per day.</p> <p>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</p> <p>a. Stand lighting: Rs.35.00 per sq.mtr. per day (subject to maximum of 1KW load per 9 sq.mtr. of stall area)</p> <p>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)</p> <p>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.</p> <p>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 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.	<p>Conservancy & Caretaking Services Charges:</p> <p>The 'Caretaking Services' to be provided by ITPO will include ancillary and building management services such as maintenance of common facilities like Parking, Security, Lifts, Escalators, Common Air Conditioning etc. at the Exhibition Complex which are essentially required for maintaining smooth and secure operations of the F&B outlets in Exhibition Complex.</p>	<p>Rs. 100 per sqm. per month.</p> <p>(Will be applicable on all the [LOCATIONS] licensed to the licensee)</p> <p>Note: These charges will escalate @10% on an annual basis and shall be payable by the licensee accordingly at the escalated applicable charges.</p>
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.**

DEFINITIVE FORMAT-2: PERFORMANCE BANK GUARANTEE

This Deed of Guarantee (“**Guarantee**”) is made at New Delhi, on this the _____ day of _____ by _____ duly constituted, registered and in existence in accordance with the laws of _____, having its principal office at _____ and, for the purposes of this Guarantee, acting through its New Delhi branch presently situated at _____ (hereinafter referred to as “**Bank/Guarantor**”, which term shall mean and include, unless repugnant to the context or meaning hereof, its successors and permitted assigns), in favour of _____, a company incorporated under the Companies Act, 1956, having its registered office at _____ (hereinafter referred to as “**Beneficiary**” / “**ITPO**”, which expression unless repugnant to the context hereof shall mean and include its successors-in-interest and assigns),

WHEREAS :

- A. The Applicant is an entity validly existing and incorporated under the laws of India and having its registered office/principal place of business located at _____.
- B. By a Letter of Intent to Award dated _____ (“**Letter of Intent to Award**”), issued by ITPO to the Applicant, ITPO has expressed its intention to the _____ (“the **Applicant**”) to award the License for setting up at its own cost, operating, maintaining and managing F&B Outlet(s) in Exhibition Complex at Pragati Maidan as detailed in the License Agreement (“**License**”).
- C. The Applicant is required to furnish to the Beneficiary an unconditional and irrevocable bank guarantee **equivalent to one year’s average Assured Minimum Guarantee (AMG) with escalation as per tender document in the form of Bank Guarantee favouring ITPO, New Delhi payable at New Delhi** with validity of one year beyond the License period (“**Guaranteed Amount**”) in respect of the License awarded to the Applicant, to be furnished and maintained by the Applicant to ITPO, in the manner as set out in Clause _____ of the License Agreement for the due performance of its duties and obligations stated therein and the License Agreement, and the Guarantor has at the request of the Applicant agreed to provide such Guarantee being these presents. The applicant is required to submit additional/revised performance bank guarantee for the escalated amount within 30(thirty) days from the date of escalation:

NOW THIS DEED WITNESSETH THAT in consideration of the premises and at the request of the Applicant, we, the Bank, hereby declare and agree as follows:

- 1. We, the Bank hereby undertake to pay forthwith, as principal debtor and primary obligor, to the Beneficiary on its first demand in writing sent / delivered to us either by registered post or by hand or fax or by e-mail immediately and forthwith and without any delay, any sum demanded in writing not exceeding the Guaranteed Amount, without any protest, demur, caveat, recourse or reservation, on failure of the Applicant to fulfill any of its obligations or responsibilities under the License Agreement or under any other understanding or agreement with the Beneficiary stating that the Guarantee has been invoked without the Beneficiary needing to prove

or to share grounds or reasons for such demand. Bank hereby is unconditionally bound and committed to pay to Beneficiary, and shall pay to Beneficiary promptly upon written notice by Beneficiary to the Bank which notice will specifically state that:

“_____ is invoking the Bank Guarantee no. _____ issued in favor of ITPO by _____ Bank on behalf of _____ for payment of an amount of Rupees _____.”

2. We hereby undertake to make such payments without any reference to the Applicant or any other person and irrespective of whether any claim of the Beneficiary is disputed, challenged or contested by the Applicant or not. Any such demand made on us by the Beneficiary shall be final, binding and conclusive evidence and absolute as regards the invocation of the Guarantee and the amount due and payable under this Guarantee. We expressly acknowledge that this Guarantee may be invoked more than once. If the drawing is for a sum which is less than the Guaranteed Amount, this original Guarantee shall be retained by the Beneficiary and a copy of this Guarantee shall be submitted along with the written demand to the Bank for making the payment to the Beneficiary.
3. The Guarantor agrees that the terms of this Guarantee shall not be revocable and it shall have the continuing liability until all of the liabilities and obligations of the Guarantor under this Guarantee have been fully discharged. It shall not be necessary for the Beneficiary to proceed against the Applicant before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank as principal debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Applicant to the Beneficiary and notwithstanding that any such security shall at the time when claim is made against the Bank hereunder, be outstanding or unrealised. The exercise by Beneficiary of any right or remedy hereunder or under any other instrument, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other right or remedy.
4. This Guarantee shall be valid for a period until [*insert the date*] or for such extended period as may be mutually agreed between the Applicant and the Beneficiary (“**Expiry Date**”) and shall continue to be enforceable till all amounts duly claimed under this Guarantee by the Beneficiary are paid. All the demands and claims by the Beneficiary under this Guarantee may be made in writing until 3 (three) months after the Expiry Date (“**Claim Period**”). In case the last day of the Claim Period is a bank holiday or a public holiday, then the Claim Period shall expire on the immediate next working day.
5. This Guarantee, herein contained, shall not be impaired or discharged or determined or affected by the liquidation or winding up, determination or change of constitution of the Bank, Applicant or Beneficiary or by any arrangement made between the Applicant and Beneficiary or by any variations in the terms and conditions of the License Agreement or any other documents, deeds or other writings entered into by the Applicant with the Beneficiary in relation to the License Agreement or by extension of time of performance of any obligations by the Applicant under the License Agreement or any postponement for any time of the powers exercisable by

the Beneficiary against the Applicant or forbear once to or enforce any of the terms and conditions of the License Agreement. We shall not be relieved from our obligations and liability under this Guarantee, by reason of any variation or extension being granted to the Applicant or forbearance or omission on the part of the Beneficiary or any indulgence by the Beneficiary to the Applicant to give such matter or thing whatsoever, which under the law relating to sureties would but for this clause/provision have effect of so relieving us.

6. All payments made hereunder shall be free and clear of and without deduction for, or on account of, any present or future charges, fees, commissions, deductions, whatsoever and by whomsoever imposed.
7. Any demand certificate, notice or any other communication under this Guarantee shall be, (i) in writing, and (ii) by facsimile message, sent by person or sent by courier on or before the expiry of Claim Period, at the following addresses:

Designation:

Branch Address:

Tel. no.:

Fax no.:

8. All such demand certificates, notices and communications shall be effective only if received by the Bank on or before the expiry of Claim Period:-
 - i. if sent by email or fax, when sent (with the correct answerback),
 - ii. if sent by person, when delivered,
 - iii. if sent by courier 1 (one) day after deposit with an overnight courier, and
 - iv. if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not.

If this Guarantee is invoked on the last day of Claim Period after public dealing hours the claim of the Beneficiary shall be valid and we shall be liable to make payments on the immediate next working day. For the purposes of this Guarantee, any claims made on the last day of the Claim Period shall be considered to be duly received within the Claim Period.

9. This Guarantee shall be irrevocable and we, the Bank, undertake not to revoke this Guarantee till its currency except the previous and express consent of the Beneficiary in writing.
10. Notwithstanding anything to the contrary as contained hereinabove,
 - i. at any given time our liability under this Guarantee is restricted to Rs. _____/- (Rupees _____ only),
 - ii. this Guarantee shall be irrevocable and shall come into force on its execution,
 - iii. our liability under this Guarantee shall remain valid for the claims received within the Claim Period only, whereafter all rights under this Guarantee shall be forfeited and we shall be discharged from all liability hereunder.
11. All claims under this Guarantee will be made payable at the New Delhi branch of the Bank, presently located at _____ or any other branch located at Delhi.

12. This Guarantee is subject to the laws of India. Any suit, action, or other proceedings arising out of this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of courts of New Delhi, India.
13. The Bank represents that it has power and authority to validly execute and issue this Guarantee and the undersigned is duly authorized to execute and deliver this Guarantee and this Guarantee will be legally valid and binding and enforceable against the Bank.
14. This Bank Guarantee is for the benefit of Beneficiary and its successors and assigns. This Bank Guarantee is binding not only on the Bank, but also on the Bank's successors and permitted assigns. The Bank shall not assign its rights and obligations hereunder to any person, bank, company or other entity except as permitted by Beneficiary in writing.

IN WITNESS WHEREOF, this Deed of Guarantee has been signed on this the _____ day of _____, _____.

DEFINITIVE FORMAT 3: CORPORATE GUARANTEE

This Corporate Guarantee (“**Corporate Guarantee**”) is made and executed at New Delhi on this the _____ day of the month of _____, 2022;

By;

[**Name of Guarantor**], a company incorporated under the laws of _____ holding Company Registration Number: _____, having its registered office at _____, represented by _____ its company secretary, duly authorized to sign on its behalf, vide _____ dated _____, (hereinafter referred to as “**Guarantor**”, which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and permitted assigns) of the ONE PART;

In favour of:

_____, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as “**ITPO**”, which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS

- A. ITPO had issued a request for proposal dated _____ (“RFP”) requesting interested parties to submit their proposals in response to the RFP for the award of the right to the Licensee for the setting up at its own cost, operating, maintaining and managing the F&B Outlet(s) in Exhibition Complex at Pragati Maidan.
- B. The Licensee has represented to ITPO, through its Proposal submitted in response to the RFP, that the Licensee has been involved in and has been operating / has the right to operate under the brand name/(s) [*Please insert the names of the brands*] and has the experience, expertise and required know how to set up, operate, manage and maintain the Outlet on the terms and in the manner as set out in the License Agreement.
- C. Pursuant to the aforesaid process in the RFP, the Guarantor is required to submit the Corporate Guarantee to ITPO guaranteeing and securing the performance of the obligations of the Licensee by the Guarantor on behalf of the Licensee in the manner hereinafter appearing.
- D. The Guarantor has agreed to guarantee the due performance by the Licensee of the obligations under the License Agreement including all financial obligations by the Licensee on the terms set out in this Corporate Guarantee.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor does hereby covenant and agree as follows:

1. The Guarantor irrevocably and unconditionally agrees and undertakes that it shall ensure that the Licensee performs and discharges all its obligations under the License Agreement, to the satisfaction of ITPO, and in accordance with the terms and conditions of the License Agreement, at the sole risks and costs of the Guarantor.
2. The Guarantor, as a primary obligor, unconditionally and irrevocably undertakes to pay forthwith and immediately, to ITPO on its written demand the sum stated therein, without any demur reservation caveat, protest or recourse, as amount/payment due, damage, or loss suffered by ITPO because of the failure of the Licensee to fulfill any of its obligations or responsibilities as provided in the License Agreement. The amount or amounts stated by ITPO in the written demand shall be final and binding on the Guarantor. The Guarantor expressly acknowledges that this Corporate Guarantee may be invoked more than once and that upon any invocation of the Corporate Guarantee, the payment of any amounts pursuant to this Corporate Guarantee shall be made to ITPO forthwith but not later than 2 (two) days of such invocation by ITPO. The above payment shall be made by the Guarantor without any reference to the Licensee or any other person and irrespective of whether the claim of ITPO is disputed or challenged or contested by the Licensee or not.
3. Any payments made by the Guarantor to ITPO under this Corporate Guarantee shall be free from all taxes, charges, fees, costs, expenses or duties imposed by any governmental authority, and in such cases, the Guarantor shall bear all of such taxes, duties or charges. Each such payment shall be deposited in an account as may be designated by ITPO from time to time.
4. In order to give full effect to this Corporate Guarantee, ITPO shall be entitled to treat the Guarantor as the principal debtor and the Guarantor agrees and acknowledges that any variations, waivers, relinquishments made in respect of the License Agreement by and between ITPO and the Licensee and/or any other party competent in this regard, shall be deemed to have been carried out with the prior permission and consent of the Guarantor and the Guarantor waives the requirements, if any, of the presentment and/or notice of the aforesaid variations, waivers, relinquishments, etc. as may have, otherwise been required under the applicable laws. This Corporate Guarantee shall not be impaired or discharged or determined or affected by the liquidation or winding up, determination or change of constitution of the Guarantor, ITPO or Licensee.
5. This Corporate Guarantee shall come into force immediately on the date of its execution first abovementioned and shall survive the termination of the License Agreement. The legal proceedings may be brought and maintained against the Guarantor by ITPO to enforce any liability, obligation or duty guaranteed hereunder without joinder of any other person or entity and the Guarantor herewith waives all its right to object as regards joinder/ non-joinder of any person or entity.
6. The Guarantor represents and warrants to ITPO as follows:
 - a. The Guarantor is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has the corporate power and authority to own its properties and to carry on its business;

- b. The Guarantor has the corporate power to execute and deliver this Corporate Guarantee and to perform its obligations hereunder. The execution, delivery and performance of this Corporate Guarantee by the Guarantor has been duly authorized by all corporate action and the same shall not violate any provision of law or any order of any court or governmental agency applicable to the Guarantor or the constitution documents of association of the Guarantor;
 - c. The execution, delivery and performance by the Guarantor of this Corporate Guarantee will not violate the terms of any instrument, document or agreement to which the Guarantor is a party, either individually or jointly, with any other person, firm, entity or corporation or by which the Guarantor or any of the property of the Guarantor is bound, or be in conflict with, in a breach of, or constitute (with giving of notice or lapse of time both) a default under any such instrument, document or agreement, or in the creation or imposition of any lien upon any of the property assets of the Guarantor; and
 - d. This Corporate Guarantee constitutes the valid and legally binding obligation of the Guarantor, enforceable in accordance with its terms and no material consent, approval or authorization of any governmental authority, bureau or agency is required in connection with the execution, delivery or performance of this Corporate Guarantee by the Guarantor, or with the validity and enforceability of this Corporate Guarantee as to the Guarantor.
7. This Corporate Guarantee is, and shall be deemed to be, a contract entered into, under and pursuant to the substantive laws of India, without regard to the conflict of laws rules thereof. The Guarantor unconditionally and unequivocally submits to the jurisdiction of courts at New Delhi only, including but not limited to the laws as to enforcement of awards, decrees etc.
8. Notices, demands or other communication required or permitted to be given or made under this Corporate Guarantee shall be in writing and delivered personally or sent by prepaid post with recorded delivery, or by legible telefax or by reputed courier and confirmed by registered mail /courier addressed to the intended recipient at its address set forth below, or to such other address and telefax number as any Party may from time to time duly notify to the others:

To ITPO:

The HOD (F&B)
Pragati Bhawan, Pragati Maidan,
New Delhi-110001

To Guarantor:

- _____
9. This Corporate Guarantee may not be amended or modified except by a modification in writing signed by the Guarantor and ITPO.

10. All of the terms, agreement and conditions of this Corporate Guarantee shall extend to and be binding upon the Guarantor, its successors and assigns, and inure to the benefit of ITPO and its respective successors and assigns. The Guarantor acknowledges that time is of the essence. The Guarantor agrees and confirms that its obligation to make payments hereunder shall be regardless of any disputes, claims of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever.
11. Any determination that any provision hereof is invalid, illegal or unenforceable in any respect shall not affect the validity, legality or enforceability of such provision in any other respect and shall not affect the validity, legality or enforceability of any other provision contained herein.
12. Any disputes, differences of opinion, claims and controversy (“**Dispute**”) arising out of, relating to, or in connection with this Corporate Guarantee, termination or validity hereof, shall be finally settled by arbitration 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.

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.

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.

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.

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.

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

IN WITNESS WHEREOF, this Corporate Guarantee has been executed by [<<<name of the Guarantor >>>], through its company secretary, duly authorized to sign on its behalf, on the day, month and year first above written.

EXECUTANT

WITNESSES:-

Signature Name Address

- 1.
- 2.

DEFINITIVE FORMAT 4: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Whereas India Trade Promotion Organisation (“ITPO”) has invited applications from the interested parties for setting up at its own cost, operating, maintaining and managing Food and Beverages Outlet(s) at Exhibition Complex at Pragati Maidan (the “License”).

Whereas, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the License in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the License, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the License and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

I, for and on behalf of M/s.....having its registered office at (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”).

I hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the license/contract, during the execution of the License and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its Bid for the Concession, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the License and/ or upon award thereof till the License Agreement is entered into with ITPO.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAS EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For
(Signature)
.....
(Name & Title)

For
(Signature)
.....
(Name & Title)

For
(Signature)
.....
(Name & Title)

Witnesses:

- 1.
 - 2.
- (Executants)

(To be executed by the Principal Member of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legalization Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

SCOPE MATRIX-F&B AND KITCHEN				
LOCATION : EXH HALL F&B OUTSIDE BLDG				
S. No	Discipline		ITPO Scope	F&B Licensee Scope
1	Electrical	Internal lighting with DB and light fixture	X	√
		Internal power distribution with DB and switch socket	X	√
		isolator at single point with 3 phase MCB/MCCB in metal enclosure	√	X
		.		
2	ELV	Fire Alarm(above False Ceiling)	NA	NA
		Fire Alarm(below False Ceiling)	NA	NA
		Acess control	NA	NA
		PA	NA	NA
		Bms(only for AHU control)	NA	NA
		Data(only provision at rack level located nearby shaft)	NA	NA
		Voice(only provision at rack level located nearby shaft)	NA	NA
		Internal active and passive network wiring	NA	NA
3	HVAC	Air-Conditioning	X	√
		AHU	X	√
		CSU	X	√
		FCU	X	√
		AC Ducting	X	√
		Grill Diffuser	X	√
		Ventilation	X	√
		Exhaust Air Fan	X	√
		Vent. Ducting	X	√
		Grill and Diffuser	X	√
		Smoke extract Fan, Duct. Grill-fire mode	X	√
		Make up air fan, duct, grill-fire mode	X	√
4	Fire	upright sprinkler	NA	NA
		sprinkler below false ceiling	X	√

		hydrant internal	NA	NA
		fire extinguisher	X	√
5	PHE	SS sink and fixture CP	X	√
		water supply cold-at single point	X	√
		water supply Hot-at single point	NA	NA
		Drainage internal	X	√
		Drainage external-single drainage point will be provided.	√	X
6	AV	if covered	NA	NA
7	Interior Finish			
		Floor	X	√
		False Ceiling	X	√
		internal Partition	X	√
8	Gas connection		NA	NA

ANNEXURE II: PENALTY FOR INFRACTIONS

ITPO can impose a fine of Rupees Five Thousand Only (Rs.5000.00 Only) on the Licensee during inspection/audits for every offence, if any staff of Licensee is found to be in an inebriated condition/ indulging in bad conduct/ creating nuisance/ willfully damaging or tampering the sites/ property of ITPO. An indicative list violations are provided for better understanding as below:

- a. Staff not in uniform or without identity badges.
- b. Improper maintenance & defacement of the ITPO Property.
- c. Failure to issue approved sales receipts to customer.
- d. Misbehaviour by licensees' personnel.

Sanction – Violation of operating standards

Licensee's failure to adhere to operating requirement is anticipated to result in inconvenience to the public, adversely affecting the overall business of the ITPO. Thereby the following penalties will be levied on the licensee for violations and will be paid to ITPO from the Bank Guarantee on a monthly basis. The licensee will be bound to ensure that at the end of each quarter the Bank Guarantee is at the mandated amount as per the contract. The violations and penalties are defined as follows:-

Operating standard	Penalty
Minimum operating hours	Rs. 1000 for first violation Rs. 2500 for second violation Rs. 5000 for third violation Rs. 5000 for every violation post this
Cleaning standards	Rs. 500 for every violation
Food and beverage availability	Rs. 500 for every violation
Pricing (affordable meal availability)	Rs. 1000 for every violation

If any of the above penalties are imposed more than 3 times in a month, the ITPO then assumes the right to revoke security access for outlet staff till the said issue has been resolved.

If the outlet still continues to violate the said standards, the ITPO reserves the right to step in to the agreement at its discretion and operate the said spaces in place and substitution of the licensee, either by itself or through another contract.

ANNEXURE III: PROPOSAL ON CUSTOMER SERVICE
[to be submitted by bidder]

ANNEXURE IV: FORMAT OF INTEGRITY PACT

(To be submitted by the Applicant/Bidder as a part of Financial Proposal documents and also to be signed by the selected applicant/bidder within the Business Incubation Period after issuance of LOIA by ITPO)

The Pact made this _____ day of _____ 2022 between India Trade Promotion Organisation, India Trade Promotion Organisation (ITPO), the premier trade promotion agency of the Government of India, under the Ministry of Commerce and Industry and having its Corporate Office at Pragati Bhawan, Pragati Maidan, New Delhi, hereinafter called ITPO (which term shall unless excluded by or its repugnant to the context, be deemed to include its Chairman, Executive Director, Directors, Officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assign(s) of the one part.

AND

_____ represented by _____ of the other part, hereinafter called the “Bidder/Contractor” (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/Contractor).

WHEREAS ITPO intends to award, under laid down organizational procedures, tender / contract for _____. ITPO, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidder/Contractors.

WHEREAS ITPO is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals.

AND WHEREAS the Bidder is submitting a tender to ITPO for _____ in response to the RFP dated _____. Contractor is signing the contract for execution of _____.

NOW, therefore, this indenture witnesseth herewith:

SECTION 1: Commitment of ITPO

1.1 That ITPO commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- i. *No employee of ITPO, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept for him/her or third person, any material or immaterial benefit, which he/she is not legally entitled to.*
- ii. *ITPO will, during the tender process treat all Bidders with equity and reason. ITPO will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.*
- iii. *ITPO will take all measures to exclude all known prejudiced persons from the tender process.*

1.2 That if ITPO receives information on the conduct of any of its employee which is a criminal offence under the relevant anti-corruption laws of India, or if there be a substantive suspicion in this regard, ITPO will inform its Vigilance Department to initiate appropriate action.

SECTION 2: Commitments of the Bidder / Contractor

2.1 That the Bidder / Contractor commit itself to take all measures necessary to prevent corruption. Further he commits himself to observe the following principles during his participation in the tender process and during the contract execution:

- i. *The Bidder/ Contractor has not offered, promised or given and will not, directly or through any other person or firm, offer, promise or give to any of ITPO's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.*
- ii. *The Bidder/Contractor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.*
- iii. *The Bidder/ Contractor has not committed and will not commit any offence under the relevant Anti-Corruption Laws of India. Further the Bidder / Contractor will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by ITPO as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.*

- iv. *The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.*
- v. *The Bidder(s)/Contractor(s) will not submit a frivolous / false/ bogus complaint with mala fide intention.*

2.2 That the Applicant/Bidder will not instigate any person to commit offences mentioned in Clause 2.1 above or be an accessory to such offences.

SECTION 3: Disqualification from tender process and exclusion from future contracts

3.1 That if the Bidder(s)/Contractor, during tender process or before the award of the contract or during execution of the contract / work has committed a transgression in violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder(s)/Contractor(s) into question, ITPO is entitled to disqualify him from the tender process or to terminate the contract for such reason.

3.2 That if the Bidder/Contractor against whom any action in terms of Section 3.1 above has already been taken in any other tender / contract process, again commits a transgression in violation of section 2 such as to put his reliability or credibility into question, ITPO is entitled also to debar the Bidder/Contractor from future tender/contract processes. The imposition and duration of the debarment will be determined by the severity of the transgression. The severity will be determined taking into consideration the circumstances of the case, in particular the number of transgression, the position of the transgressor within the company hierarchy of the Bidder and the amount of the damage. The debarment will be imposed for a period minimum of six months and maximum of five years.

3.3 That the Bidder/Contractor accepts and undertakes to respect and uphold ITPO's absolute right to resort to and impose such debarment and further accepts and undertakes not to challenge or question such debarment on any ground.

3.4 That if the Bidder/Contractor applies to ITPO for premature revocation of the debarment and proves to the satisfaction of ITPO that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, ITPO may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents / evidence adduced by the Bidder / Contractor for first time default.

3.5 That a transgression is considered to have occurred if ITPO is fully satisfied with the available documents and evidence submitted.

SECTION 4: Previous Transgression

4.1 That the Bidder/Contractor declares that no previous transgression occurred in the last five years with any other company in any country or with any other Public Sector Enterprise in India that led to debarment / disqualification and could justify his exclusion from the tender process.

4.2 That if the Bidder/Contractor makes incorrect statement on the subject, he can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason and he may be considered for debarment for future tender / contract processes.

SECTION 5: Compensation for damages

5.1 That if ITPO has disqualified / debarred the Bidder from the tender process prior to the award under section 3 or 4, ITPO is entitled to forfeit the Earnest Money Deposit.

5.2 That if ITPO has terminated the contract under section 3 or 4, or if ITPO is entitled to terminate the contract under section 3 or 4, ITPO shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.

5.3 That the Bidder/Contractor agrees and undertakes to pay the said amount without protest or demure subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of ITPO that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to ITPO.

SECTION 6: Equal treatment of all Bidders/Contractors/Sub-contractors/Associates

6.1 That the Bidder/Contractor undertakes to get this Pact signed by the sub-contractor(s) and associate(s) whose value of the work contribution exceeds Rs. 5(five) crores, and to submit the same to ITPO along-with the tender document / contract before contract signing.

6.2 The sub-contractor(s)/associate(s) engaged by the Contractor, with the approval of ITPO after signing of the contract, and whose value of the work contribution exceeds Rs. 5 (five) crores will be required to sign this Pact by the Contractor, and the same will be submitted to ITPO before doing / performing any act/function by such sub-contractor(s)/associate(s) in relation to the contract / work.

6.3 That ITPO will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 6.1 or 6.2 above.

6.4 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 6.1 or 6.2 above. ITPO will terminate the contract and initiate appropriate action against such Contractor(s).

SECTION 7: Allegations against bidder/contractors/sub-contractors/associates.

7.1 That if ITPO receives any information of conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor which constitutes corruption, or if ITPO has substantive suspicion in this regard, ITPO will inform the Vigilance Department for appropriate action.

SECTION 8: Miscellaneous provisions

8.1 That this Pact is subject to Indian Laws, Place of performance and jurisdiction is the Corporate Headquarter / the Regional Headquarter / offices of ITPO, as applicable.

8.2 That the charges and supplements as well as termination notices need to be made in writing.

8.3 That if the Contractor / Bidder is a partnership or a Consortium, this Pact must at the submission of the technical proposal must be signed by all the partners and Consortium members, or their authorized representatives.

8.4 That should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case the parties will strive to come to an Agreement to their original intentions.

For ITPO

For the Bidder/Contractor

Place _____ Witness 1: _____

Date _____ Witness 2: _____

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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