

INDIA TRADE PROMOTION ORGANISATION

Tender Document

**ALLOTMENT OF Restaurant for the Expo'2017, Astana (Kazakhstan)
June 10 to Sept., 10, 2017.**

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Certified that the Tender Document contains Pages 1 to 16 cover page, Index page and Annexure page.



INDIA TRADE PROMOTION ORGANISATION

E-TENDER NOTICE

India Trade Promotion Organization (ITPO), Pragati Maidan, New Delhi on behalf of CMD, ITPO invites E-Tenders from Specialized Agencies for “ALLOTMENT OF RESTAURANT for the Expo’2017, Astana (Kazakhstan) ,June 10 to Sept., 10, 2017.

1. INTRODUCTION

- 1.1 India Trade Promotion Organization (ITPO) is the nodal agency of the Government of India (GOI) for promoting trade. To meet its objectives, ITPO organizes trade fairs, exhibitions and conventions in India and abroad including specialized trade fairs, India Shows, Buyer-Seller Meets, Market Surveys, etc. ITPO organizes and participates in trade fairs and exhibitions at various locations throughout the world.
- 1.2 India Trade Promotion Organization (ITPO) has been entrusted the task of setting up of India Pavilion at Expo 2017 (June 10- September 10, 2017), Astana (Kazakhstan) on behalf of Government of India. An area of 826 sqm (break up of area shown in floor plan) has been allotted for setting up of India Pavilion. Out of this, 80% area will be used for theme of pavilion and 20% will be used for commercial restaurant and restaurant. The restaurant shall be set up at 2nd floor area allotted to India Pavilion.
- 1.3 ITPO is inviting online bids through two-bid system from Specialized Agencies for “ALLOTMENT OF RESTAURANT for the Expo’2017, Astana (Kazakhstan) ,June 10 to Sept., 10, 2017. Manual bids shall not be accepted.
- 1.4 The tender documents are available on ITPO’s website www.indiatradefair.com (for reference only) and <https://eprocure.gov.in/eprocure/app> and the same can be downloaded as per the schedule given in CRITICAL DATE SHEET. However, the documents required such as two DDs towards Cost of Tender and Earnest money (in favour of India Trade Promotion Organisation, payable at New Delhi) should be deposited in Room No. 207, Pragati Bhavan, Pragati Maidan, New Delhi before the close of time/date for submitting the e-tender.
- 1.5 Bidders are advised to follow the instructions provided in the ‘Instructions to the Contractors/Renderers’ 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.
- 1.6 Bidders who have downloaded the tender from the ITPO’s web site www.indiatradefair.com and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not modify the tender form including downloaded price bid template in any manner. In case the same is found to be tampered/ modified in any manner, tender will be completely

rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with ITPO.

- 1.7 Intending Bidders are advised to re-visit ITPO website www.indiatradefair.com and CPPP website <https://eprocure.gov.in/eprocure/app> at least 1 day prior to the closing date of submission of tender for any corrigendum / addendum/ amendment.

2. INDICATIVE CRITICAL DATE SHEET

Published Date	23.05.2017
Bid Document Download Start Date	23.05.2017
Bid Submission Start Date	23.05.2017
Bid Submission End Date	29.05.2017
Bid Opening Date	30.05.2017

3. Definitions

For the purpose of the Tender Document/agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

- 3.1 “Commercial Activities” means catering services and boutiques of official participation guide of Expo Authorities/Organizers.
- 3.2 “Approval” means approved by ITPO in writing including subsequent confirmation of previous approval.
- 3.3 “Company” herein means and refers to the allottee of the Restaurant including the successors or Authorized Representatives.
- 3.4 “Pavilion” means India Pavilion at Expo 2017, Astana
- 3.5 “Site”: India Pavilion, Expo 2017, Astana
- 3.6 “Organizer” mean all the monitoring authorities of the Astana Expo Bureau as well as Statutory Authorities concerned with Commercial Activities within national pavilions.
- 3.7 “Equivalent Foreign Exchange” mean equivalent amount of Indian Rupees in US\$ as per the prevailing foreign exchange rate.

4. BACKGROUND

World Expos are organized every five years. In 2010 Expo was held in Shanghai, China. A country showcases itself and its progress through such events. Expo 2017 is scheduled to be held from June 10 to September, 10, 2017 at Astana (Kazakhstan). The international

pavilions are arranged along the outer concentric circle of the ring at equidistance from the central element of the Exhibition Site – the Kazakhstan . International pavilion clusters are spatially linked with the Thematic Pavilion at the roof level, as well as with the Ring Boulevard, thus forming a Thematic Route. The 42.5 m wide boulevard can facilitate streamlining and even distribution of large group of Exhibition visitors.

International Pavilions are 14 similar interconnected two –storey U-shaped buildings with covered atria facing the Ring Boulevard. The area of 14 pavilions is 161,831 square meters, while the area of the above ground space is 100,822 square meters. Semi-basement height is 5.4 meters. 1st floor height is 8.5 meters and 2nd floor height is 4 meters.

The title of theme of India Pavilion is **“Future Energy”**.

The target of the theme is to facilitate the discussion of possible solutions to future energy problems by considering new methods of its production, use and management, together with searching for the best proposals for the most reliable ways of achieving the highest levels of sustainable development.

The sub-theme focuses on energy efficiency as one of the priority solutions to the challenge of future energy. Energy efficiency implies qualitative improvement in energy use, in particular, using less energy to achieve a specific result, or create a product or service.

In the area earmarked for commercial activities, inside the India Pavilion, there will be **two number** of Restaurant. The restaurant shall be fine dine cum take away. The total area of the restaurant will be 60sqm and 18 sqm will be common sitting area.

5. EXPO GUIDELINES FOR COMMERCIAL ACTIVITIES

Commercial restaurants at Expo 2017, Astana, Kazakhstan refer to the catering services and boutiques of official participants in the exhibition areas.

5.1 DEFINATION OF COMMECIAL ACTIVITIES:-

1. Commercial activities refer to the operation of restaurants and (or) the sale of goods by Official Participants. All commercial activities of Official Participants have to be coordinated with the Organizer.

2. Official Participants may open restaurants in which the national food of their country will be principally served. The restaurants of Official Participants may fall in one of the following categories:

- a) Restaurants with table service;
- b) Fast food restaurant;
- c) Cafeterias/bars;
- d) Confectionery, delicacies and drinks;

5.1 AUTHORIZATION BY THE KAZAKHSTAN GOVERNMENT:-

The successful bidder shall be required to undertake overall process of Authorization. Application will be submitted to pertinent Kazakhstan Government authorities for authorization in accordance with Kazakhstan Laws, regulations and rules. Necessary formalities to obtain the Food Hygiene License from Astana Food and Drug Administration, the Hygiene License for Public Places from Astana Municipal Hygiene Bureau, the Fire Safety License from the Fire Department of Astana, the License for Pollutant Discharge from Astana Municipal Bureau of Environmental Protection and on the basis of the aforesaid licenses obtain the Business License from the Industrial and Commercial Administration of Astana, the organization Code Certificate from the Quality and Technology Supervision Bureau and the Taxation Registration Certificate from the taxation authority.

For the purpose of coordination the Indian restaurant may have tie up with Kazakh restaurant.

5.2 BUSINESS HOURS:

Business Hours for the commercial activities will be same as those for the India Pavilion at Expo i.e 9.30 am to 9.30 pm.

5.3 DISPOSITION OF SALES REVENUES

The allottees shall record and report their daily sales revenues to the organizer in the way set forth by the organizer. Allottees shall open an account in a bank designated by the organizer and deposit their daily revenues at the bank account. The allottees are required to provide within a specified period of time details of revenues from their commercial activities and account statements and when necessary conduct auditing on the financial situation of the commercial activities.

The allottees shall use the cashier system designated by the organizer to handle the revenues from their commercial activities.

5.6 TRANSPORTATION, CUSTOMS SUPERVISION, INSPECTION AND QUARANTINE AND TAXATION:

The allottees shall transport foodstuff, goods, materials and equipment related to their commercial activities in accordance with rules adopted and released by the organizer.

The allottees shall follow the regulations of Kazakhstan concerning customs clearance and inspection and quarantine for importing foods, goods and their raw materials for their commercial activities and pay customs duties, import VAT and import consumption tax for the imports according to Kazakhstani laws, regulations and rules.

The allottees shall also pay business tax on the sales revenues from their commercial activities according to the Kazakhstani laws, regulations and rules.

If allottees commission business incorporated in Kazakhstan and with relevant qualifications awarded by Kazakh authorities to undertake commercial activities in their section, such businesses concerned shall pay pertinent taxes according to Kazakh laws, rules & regulations.

Shipment of equipments/merchandise, its custom clearance, payment of tax/VAT etc. shall be liability of the bidder only.

5.7 QUALITY REQUIREMENTS:

The food item that the allottees sell through their commercial activities shall comply with the product by Kazakh laws, regulations and rules, meet relevant international- trade standards and shall be subject to the supervision and inspection of the organizer and pertinent Kazakh Government Authorities.

The restaurant shall answer the inquiries concerning the Kazakhstani and trade standards for product quality.

5.8 CURRENCY AND PRICES:

The commercial activities shall be priced in KZT and the transactions shall be settled in KZT as well. Currency exchange services are available in **the Expo**.

The allottees shall provide a price catalogue in their commercial activity area indicating clearly to visitors the price of the goods put up for sale.

5.9 STAFF MANAGEMENT:-

The allottees catering service staff shall undergo health examination by health and hygiene organization specified by relevant Kazakhstani Government Authorities and may be engaged in such catering services only after they have obtained the health certificate and the staff certificate (or card) issued by the Organizer.

6. COMMERCIAL ACTIVITY ZONE IN INDIA PAVILION

- 6.1 It is proposed to have 2 **type of facilities in the restaurant**, one fine dine with seating arrangement and another with take away restaurant inside the Pavilion. No cooking is permitted in the restaurant. Layout of the restaurant is given at Annexure-III. A separate take away counter shall be set up for take away services.

- 6.2 The restaurants will be provided with partition walls, doors with locks, lighting/power points. However, interior decoration/design, the furniture and fixtures etc. will be arranged by the allottees themselves as per their specific requirements and needs.
- 6.3 As the Interiors of the restaurants will be done by the restaurant owners themselves, the proposed design of the Interiors with material specifications should be submitted to ITPO for approval of the same prior to implementation.
- 6.4 The name of the restaurant shall be “**Taste of India**”.
- 6.5 Since a standard space for all the restaurants will be provided as a package, separate signage will not be permitted on the exterior surfaces of the restaurant or in the passage.
- 6.6 ITPO will provide a connected load of a maximum **of 3 kw per** owner desiring additional power in their outlet should inform ITPO in advance while submitting their Interior design proposals for approval to ITPO..
- 6.7 All expenditure like dispatch, customs clearance, travelling, boarding & lodging of personnel required for manning of restaurant Royalty to Expo organizers, consumption tax and other local taxes etc. are to be borne by the allottee himself..
- 6.8 Addition/alteration or occupying space beyond allotted space is strictly prohibited.

7. Essential Eligibility Criteria for the Bidder

7.1 The applicant business entity applying for the license

- (i) Should have **experience of 3 years** in the management/ operation of food outlets, please **submit supporting document** and ,
- (ii) Should have a minimum annual average turnover of **Rs.1.00 crore** during the last three Financial Years from F&B operations. **The applicant should attach CA Certificate for the last three financial years as a proof.**

7.2 Applicant or any other business entity where it had and/or still has controlling share, should not have been debarred from operating a F&B outlet on account of food quality issues by concerned govt. authorities or should not have been convicted for irregularities concerning F&B outlets under various statutes/rules/regulations/orders etc. Please submit undertaking.

7.3 The Allottee shall also conform to the Food Safety and Standard Acts, Regulations, Bye-laws enacted there under and specifically to the guidelines on hygiene and sanitary practices provided under requisite schedule of Notification dated Ist Aug. 2011 of Ministry of Health and Family Welfare- Food Safety and Standards (Licensing and Registration of Food

Business) Regulations 2011 and obtain requisite registration/licence/permission to the satisfaction of Organiser before commencing his/her/their operations **before the date of possession of premises.**

- 7.4 Registration no of TAN/PAN/Direct Tax/Service Tax/Trade/VAT/GST etc. of the bidder must be provided along with technical bid. Please also enclose signed and stamped photo copies of these documents as proof.
- 7.5 The bidder must deposit, in original , Earnest Money Deposit (EMD) of Rs.2,00,000/- (Rs.Two Lakhs) in the form of bank demand draft/RTGS/NEFT favoring “India Trade promotion Organisation”, payable at New Delhi.
- 7.6 The bidder must deposit , in original, Cost of tender document in the form of bank demand draft for Rs.1575/- (including 5% DVAT in the form of bank/demand draft/RTGS/NEFT favouring “India Trade Promotion Organization”, payable at New Delhi.

7.7 Requirement of documents

- (i) Proof of identity such as Voters Card, Driving License, Passport etc., in case of Proprietorship.
or
- (ii) Partnership deed in case the applicant is a partnership firm. Registration certificate of the registered firm to be furnished.
or
- (iii) Memorandum and Articles of Association in case the applicant is a private/public limited company. Registration certificate of the registrar of companies to be furnished.

7. ALLOTMENT PROCEDURE:

- i. Rs.15.00 lakh as a fixed price payable to ITPO, at the time of allotment well before beginning of Expo on 10th June 2017, for bare space only.
- ii. In addition to Rs.15.00 lakhs as fixed price, the bidder shall quote highest % age of net revenue (i.e. excluding Govt. taxes and royalties etc.) payable to ITPO every 30 days beginning 10th June 2017. This shall determine the H-1 (Successful) bidder. However the Base revenue sharing %age shall be 15 % minimum.
- iii. Allotment of restaurant will be made to the highest bidder.
- iv. Draw of lots in case of same price/ %age quoted..
- v. The Technical Bid must accompany Full Earnest Money Deposit (EMD) of Rs. 2 Lakhs in the form of a bank draft/RTGS/NEFT favoring India Trade Promotion Organization payable at New Delhi.
- vi. Tender document & processing cost of Rs. 1575/- (incl. VAT) must accompany the Technical Bid, the form of a bank draft/RTGS/NEFT favoring India Trade Promotion Organization payable at New Delhi.
- vii. Allotment of the restaurant will be given after receiving the full bid amount within 7 days of selection.

- viii. Possession shall be offered 10 days prior to the exhibition.
- ix. In addition to the above, the selected companies will be required to give a refundable security deposit 10% of Bid amount of restaurant through either Demand Draft/RTGS/NEFT with in 7 days of allotment of restaurant.
- x. Successful bidders will be required to sign on agreement with ITPO, as per the specimen given at Annexure-III & IV
- xi. Successful Bidder would not be allowed to withdraw. However, in case of withdrawal, no refund will be allowed.
- xii. In case of “No Show” ITPO reserves the right to allot the restaurant to other company.
- xiii. ITPO reserves right to accept or reject the tender without assigning any reason in the business interest of ITPO.

9. General Terms & Conditions

1. The allottee shall be deemed to have satisfied himself as to the nature of the site, local facility, the cost of accesses to the site and all other matters accepting the proper functioning of the commercial activity.
2. The allottee shall be deemed to have thoroughly understood the guidelines, regulations and instructions set out by the organizers of Expo, 2017 and shall comply with the stipulation set out therein.
3. The allottee shall ensure that the commercial activity in India Pavilion remains properly activated and operational throughout the duration of the event without any break.
4. The allottee shall ensure proper cleaning/conservancy arrangement of his commercial activity at his own cost including disposal of waste from the date of taking over of the possession of commercial space/restaurant to the handling over of the same after conclusion of the exhibition.
5. It should be specifically mentioned that no retail sales or displays will be permitted in the passage to avoid obstruction and safety hazard with respect to traffic movement.
6. The provision of dustbin and waste disposal inside the restaurant shall be made by the allottee at his own cost.
7. The provision of fire safty, equipments shall be made by the allottee as per requirements of Kazakh fire and safety regulations.
8. Expo Authorities have insisted that close circuit cameras will be mounted in every restaurant, for monitoring by the Expo team within the National pavilions.

9. ITPO, will provide necessary assistance to the representatives (Indian passport holder) of the allottees by issuing recommendatory letter to the Embassy of Kazakhstan & liaison with Expo Authorities for obtaining Visa. However, ITPO shall not be liable, in case the Embassy denies Visa to the representative(s) of the allottee for any reason.
10. The allottee has to handover the vacant space to ITPO after the conclusion of the Expo latest by 10th September, 2017. All the interior decoration items, furniture etc. shall be dismantled and removed from the restaurant before handing over the same to ITPO. If anything /item is left out, the same shall be got removed at the cost of allottee.
11. The security deposit shall only be released after handing over the vacant restaurant and getting clearance from the Expo authorities/local authority, if any, and settling the dues with ITPO, if any.
12. All expenditure connected with the allottee's participation including payment of Royalty (6%) to EXPO authorities, consumption tax/duties, expenditure on boarding and lodging, transportation/insurance of allottee staff/material, maintenance of the outlet, garbage clearance, security, interpreter, water & electricity consumption charges etc. are to be borne by allottee, the allottee will ensure timely payment of all dues including royalty within the prescribed timeframe, failing which the organiser will be at liberty to cancel the allotment and close the outlet at the sole cost and risk of the allottee.
13. This allotment is subject to confirmation of the suitability of allottee's goods for sale in Commercial Section by Expo 2017 authorities, the decision of organiser in this regard will be final.
14. The allottee will agree to sell only the Indian food.. In the event of the allottee selling any other food other than the organiser will be at the risk & cost of the allottee.
15. No liquor shall be served at the restaurant.
16. The organiser shall provide built in space without interior decoration/designs, furniture & fixture etc. and handover to allottee immediately.
17. The allottees will not be permitted to keep their outlets open beyond the permissible working hours. However, their representatives will be allowed half an hour before and half an hour after the permissible working hours of Expo Authorities.
18. The allottee shall ensure that the **provision for installing billing machines has been made.** The billing system as per the directions given by the Expo Authorities should be followed by the license. All sales should be made only by issuing a proper invoice through the billing machine. The billing machines are being provided by the Expo Authorities in order to calculate the royalty/duties payable. Therefore, all sales should be affected through the billing machines only by the allottee.

19. Insurance: The allottee shall take at their cost, Insurance cover for the exhibits and for the personnel working in the commercial outlets.
20. Operation of Outlet: The Allottee should send his representative(s) at least one week in advance of the opening of the Expo, to ensure timely and proper display of the goods. Failure to send representative(s) will entail debarment of the party from all future participation.
21. The Allottee shall be responsible for the good conduct of all their employee/agents or their representatives.
22. The outlet shall not be left unattended by the allottee at any time during the exhibition.
23. Allottee will be responsible for the cleanliness of the outlet, and handling/disposal or garbage/packing material as per the rules laid down by Expo Authorities, failing which the organiser will be at liberty to take necessary action as deemed fit at sole cost of Allottee.
24. The license shall not be permitted to remove any exhibits from the outlet before the close of the Expo without the permission of the Director, India Pavilion.
25. Subletting of allotted space and any encroachment is not permissible at all. Violation of this clause will lead to cancellation of space allotted, forfeiting of license fee paid to the organiser and debarring the allottee from future participation in ITPO's fair/exhibitions.
26. The allottee must abide by the laws of Kazakhstan and/rules of the Expo Authorities. Representatives of the allottee shall abide by the instructions of Director, India Pavilion, failing which the outlet will be closed down at the risk and cost of the allottee, in order to avoid any conflict with local laws, customs regulations or any undesirable situation, which could lead to the lowering of national image.
27. In the event of postponement/abandonment/cancellation of Expo, or in case of exhibits not being displayed or sold in the Commercial Section due to any reason, whatsoever, the organiser shall not be liable for any loss or liability to the allottee.
28. All the terms and conditions of this agreement shall be subject to the jurisdiction of the Courts in the Union Territory of Delhi.
29. In case of default of any payments due from the license, the organiser reserves the right to black list the allottee and debar him from participation in ITPO's Fair in India and Abroad, apart from taking legal action to recover the dues.

30. Regarding issue of visa to the representatives of the allottee, the organiser may provide assistance by forwarding the application, issue of certificate to the extent possible to enable the representatives to obtain visa. ITPO shall not be liable in case the Kazakhstan Government denies visa for any reasons. The license shall not be entitled to refund of License Fee or any charges paid to ITPO or to reimbursement of any expenditure/liability incurred by it/him in case of denial of visa/delay in receipt of visa by the concerned authorities.
31. In the event of any dispute in all matters relating to Commercial Section, the decision of the Director, India Pavilion will be final and binding upon the parties.

10. Arbitration

The dispute resolution mechanism shall be as follows:

In case of dispute between ITPO and the successful bidder, if not resolved amicably, same shall be referred to mediation/ conciliation and upon its failure the disputes shall be resolved by way of arbitration in accordance with Indian Arbitration and Conciliation Act 1996.

In the event of any doubt, dispute or difference arising under the agreement (except as to matters, the decision to which is specifically provided under this agreement) remains unresolved, the same shall be referred to the CMD, ITPO, for appointment of Sole Arbitrator. The provisions of India Arbitration & Conciliation Act 1996 (as amended from time to time) shall apply on both the parties.

It is also a term of the agreement that fee payable to the Arbitrator, shall be paid equally by both the parties.

The venue of the arbitration proceedings shall be the office of ITPO, i.e. Pragati Maidan, New Delhi. Courts situated at Delhi shall have the jurisdiction to try/entertain the petition/suit arising out of this contract.

TECHNICAL BID*for*

Allotment of Bare Space for Fine Dining Restaurant for the Astana Expo 2017, at Astana (Kazakhstan), during Exhibition dates 10th June to 10th September, 2017

S.No	Title	Details		
Eligibility Criteria				
1.	Registration No ((Please enclose proof of registration)			
2.	Office address (Please enclose documentary evidence)			
3.	Information no., license No./authority no. and other documents of information as applicable and copy of certificate/proof etc. must be attached. (Photocopies of Registration of Service Tax/ TAN/Direct tax/Income tax/Trade Tax/VAT/GST/PAN, etc., as applicable, may be attached) PS: The name of the Bidder should be same as per registration certificate / PAN card and must be a legal registered entity in India	PAN No- VAT No.- TAN No.- Service Tax No. -		
4.	Annual Turnover (last three financial years) (Please attach certificate from Chartered Accountant and other documentary evidences to establish the turnover)	Year I (2013-14)	Year II (2014-15)	Year III (2015-16)
5..	Name of the Company as per registration certificate			
6.	Address			
7.	Telephone			
8.	Fax			
9.	E-mail			
10.	Name of CEO & Title			
11..	Name of the nodal contact person with designation, e-mail id and telephone No.			
	Local contact in India, if any			
12.	Bankers details with A/c No.			
13.	Year of Establishment of the business in food outlets			
14.	No. of employees			
15.	List of enclosures attached			

It is certified that all the above information is correct and valid on the date of submission of tender. We have numbered all the pages in this envelope. The name of the Bidder is same as mentioned in the registration certificate & PAN card and is a registered legal entity in India. All the information furnished above is true & correct. The total number of pages including those of enclosures are.....

Date:

SIGNATURE OF AUTHORISED REPRESENTATIVE

Name :

Designation :

Place:

NAME

COMPANY SEAL

(Please attach Authorization letter, if required)

Note: 1) Please number and sign each page of this tender document and enclose it in this envelope of Annexure II.

(2) Each document as shall be enclosed has to be signed/stamped.

FINANCIAL BID
FOR
Fine Dining Restaurant
AT EXPO, 2017, ASTANA (KAZAKHSTAN),
10th June to 10th September, 2017

S.No.	Title	Area (In sqm)	Price	Price quoted (Rs. in lakh)
1.	Fine Dining Restaurant On Second Floor Of India Pavilion At Astana Expo 2017, Astana	35 Sq. mtrs.	(1) Rs.15.00 lakh as a fixed price payable to ITPO, at the time of allotment well before beginning of Expo on 10 th June 2017, for bare space only.	15 lakh fixed price
			(2) In addition to Rs.15.00 lakhs as fixed price, the bidder shall quote highest % age of net revenue (excluding Govt. Taxes and royalties etc.) payable to ITPO every 30 days beginning 10 th June 2017. This shall determine the H-1 (Successful) bidder. However the Base revenue sharing %age shall be 15 % minimum.	% to be quoted

Mode of Payment : Payment to be made through Demand Draft /RTGS/NEFT drawn in favour of India Trade Promotion Organisation, payable at New Delhi .

DATE :

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Name :

Designation :

COMPANY SEAL

(On Rs.100/- Stamp Paper)

MEMORANDUM OF AGREEMENT FORM

- a. Memorandum of Agreement made on this(Date) between Director , India Pavilion, Astana, Expo, 2017, ITPO (herein referred to as ITPO) which expression shall unless excluded repugnant to the context be deemed to include his successors in office, representatives and assigns of the one part and(hereinafter referred to as the allottee for restaurant) which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in interest and permitted assigns of the other part.
- b. Whereas ITPO is allotting Commercial Space at India Pavilion at In accordance with the general requirements as set out in the Tender document seeking offers issued by ITPO on dated, which will form part of the Agreement, and whereas the allottee has agreed to abide by the rules/norms, as set out in their offer and conditions set forth.
- c. Now the present witnesses and it is hereby agreed by between the parties hereto as follows :
- d. ITPO allots fine dining restaurant of ____ sqm, on the second floor, and the allottee accepts the allotment on the terms and conditions mentioned in the Tender document. The conditions of agreement shall form part and parcel of this present Agreement.
- e. Allottee's letter dated will form part of the Agreement. The letter of Intent dated issued by ITPO shall form part of the Agreement and the terms & conditions stipulated in approval letter, operational directives issued from time to time shall be accepted by the allottee unconditionally. Terms of reference mentioned in the Tender Document will form part of the Agreement.
- f. **Indemnity Clause:** The allottee hereby unconditionally indemnifies ITPO against any claim/claims whatsoever arising out of operation of the restaurant allotted by ITPO in the India Pavilion at Astana Expo 2017, Kazakhstan.
- g. This agreement shall be subject to exclusive Jurisdiction of Courts at Delhi/New Delhi. Any dispute, arising out of this venture shall be agreed to be settled by way of conciliation & if felt essential by either party, both agreed to refer the specific dispute to the Chairman & Managing Director, ITPO to settle himself or to appoint sole arbitrator under the provision of Indian Arbitration & Conciliation Act 1996, to settle the dispute and award thereof shall be final & binding on both parties.
- h. In witness whereof, ITPO through the duly authorized representative has set his hand and the allottee through his duly authorized representatives have fixed their common seal hereunto the date above written.

For and on behalf of the Allottee
 Signature
 Name & Title ...
 Seal of the Allottee-.....

For and on behalf of ITPO
 Signature
 Name & Title
 Seal of the Allottee

