

36th AAHAR - The International Food and Hospitality Fair, April 06-10, 2021

Terms and Conditions of Participation

THE FRAMEWORK:

- I. The application form and the following articles shall together define the legal framework for participation in the AAHAR - The International Food and Hospitality Fair, hereinafter referred to as the AAHAR / fair / exhibition / event, to be held from April 06-10, 2021, unless otherwise agreed by both the parties.
- II. By registering for participation in the exhibition, the participant/exhibitor acknowledges and accepts the following terms and conditions of participation.
- III. The prior written consent from ITPO shall be required for any exhibitor to assign the rights and obligations arising from or in connection with this document to a third party.

ARTICLE 1: INTRODUCTION

- 1.1 The 36th AAHAR - The International Food and Hospitality Fair - is a Business-to-Business (B2B) exhibition organised by India Trade Promotion Organisation (ITPO), to be held at Pragati Maidan, New Delhi from April 06-10, 2021.
- 1.2 The opening hours of the exhibition will be from 10.00 AM - 6.00 PM every day.
- 1.3 The exhibitors and their staff should be present at their booths everyday up to 30 minutes before opening and after closing.

ARTICLE 2: ELIGIBILITY

- 2.1 Manufacturers, suppliers, distributors, wholesalers, exporters and importers of products and services, educational and research institutions, etc. as per the categories mentioned in the application form are eligible for participation, subject to approval of the two-stage registration process by ITPO. Stage 1 of the registration will lead to generation of a unique ID and Stage 2 of registration is fair-specific registration which will require an interested exhibitor to select product / display category and upload product images.
- 2.2 Govt. Departments, Govt. Agencies, Civil Service Agencies, State Owned Enterprises/Public Sector Units (PSUs), Statutory Bodies, Industry Associations and non-profit organizations (NGOs) that would like to promote and spread awareness about their work will also be a key part of the exhibition.
- 2.3 ITPO reserves the right to select the exhibitors based on the compatibility of their product(s) with the product categories detailed in the application process.
- 2.4 Products/Services that are incompatible with the product categories listed in the application and other documents related to the exhibition will not be exhibited, unless it is absolutely necessary to the display of an exhibit/service and shall be allowed only after ITPO gives permission for the same in writing.

ARTICLE 3: ALLOCATION OF BOOTHS

- 3.1 Allocation of booths/stalls to private (domestic and foreign) exhibitors will be made as per the booth selection made by them through the online space booking portal, subject to fulfilment of the eligibility as per Article 2, strictly on a first come, first served basis.
- 3.2 ITPO reserves the right to reorganize the location/sizes of booths without any right of compensation to the exhibitor(s) on account of the reorganization, even after the final allocation.
- 3.3 In case of a decrease or increase in size of the booth, due to the aforesaid reorganization, the difference in cost will be refunded by ITPO or deposited by the exhibitor, respectively.
- 3.4 The change in location or size of booth does not confer the right of compensation of any sort on the exhibitor. However, the exhibitor may opt not to participate, in which case the participation charges paid to ITPO shall be refunded after the exhibition.

ARTICLE 4: CHARGES FOR PARTICIPATION

- 4.1 The rentals / charges for participation in the exhibition have been retained at the level of 2020 edition for domestic and foreign exhibitors indicated in the following table. **However, in view of the Covid-19 pandemic, ITPO will be offering a discount of 45 percent on the participation charges mentioned below to support the industry.**

Description	Domestic		Foreign	
	Ground Floors (New & Old halls) excluding GST*	First Floor of New Halls excluding GST*	Ground Floors (New & Old halls) excluding GST*	First Floor of New Halls excluding GST*
	Per sqm Rate in INR	Per sqm Rate in INR	Per sqm Rate in US\$	Per sqm Rate in US\$
AC Shell Space inside halls (Minimum booth size 12 sqm) Below 36 sqm	9,700	8,245	290	246
AC Bare Space inside halls (Minimum booth size 36 sqm)	9,000	7,650	265	225
AC Shell Space inside hangars (Minimum booth size 12 sqm) Below 36 sqm	8,500	NA	240	NA
AC Bare Space inside hangars (Minimum booth size 36 sqm)	7,900	NA	220	NA
Open paved area outside halls (Minimum 18 sqm) (Non AC)	7,300	NA	175	NA
Open Paved area with canopy under shell scheme (non AC)	8,000 (Exclusive of Canopy Charges)	NA	-	NA

*Goods & Services Tax (GST as applicable shall be levied on above participation charges/rentals)

Preferred location Charges:

- i. 10% premium on the above rentals for 2-side open booth
- ii. 15% premium on the above rentals for 3-side open booth
- iii. 20 % premium on the above rentals for 4-side open booth i.e. as island booth
- iv. No premium charges for Govt participation
- v. Transaction/bank charges, if any to be borne by participants

ARTICLE 5: DISPLAY RULES

- 5.1 Only products listed in the online application along with images uploaded therein will be displayed in the booth. ITPO reserves the right to remove the exhibits that do not comply with or deviate from the notified product categories. Exhibits will also be removed if it is found that third-party intellectual property rights (IPR) / copyrights are being violated. ITPO shall forbid such defaulting exhibitors from the current or/and future events.
- 5.2 Exhibits shall be displayed inside the booths only in such a way that it does not interfere with the neighbouring booths whether visually or acoustically.
- 5.3 ITPO will carry out several checks during the exhibitions to verify that the displayed products are strictly as per the application form filled by the exhibitor and duly approved by ITPO.
- 5.4 AAHAR is a B2B exhibition and the spot sale of exhibits is strictly prohibited during the exhibition. Sale of products during the exhibition will lead to immediate closure of the booth by ITPO.
- 5.5 Exhibitors displaying food and beverages and conducting sampling within their booths are required to mandatorily comply with the following: -
 - a) Prevailing national and local municipal directives.
 - b) Guidelines of relevant statutory/regulatory bodies.
 - c) Obtain any licenses/permissions/clearances from the relevant health authorities.
 - d) Maintain cleanliness and hygiene at all times.

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- 5.6 Non-compliance on Article 5.3, Article 5.4 and Article 5.5 will lead ITPO to proceed with immediate closure of the booth without the obligation of prior notice. ITPO shall forfeit all sums paid by such defaulting exhibitors and debar them from future editions of the exhibitions organized by ITPO.
- 5.7 Subletting of space is strictly prohibited. In case of any violation ITPO reserves the right to seal the booth.
- 5.8 The above steps will be adopted to preserve the trust of visitors/buyers and the reputation of the exhibition.
- 5.9 **Prohibited Items:** The following items are strictly prohibited inside the Pragati Maidan:-
- Match box, cigarette, lighter, gas lighter, arms and ammunition, sword or knife.
 - Candles, incense sticks, hurricane lamp, stove, welding machine or iron cutter emitting sparks,
 - Items banned under Wild Life Protection Act are prohibited for display/sale in the premises of Pragati Maidan. They are:-
 - Plant products/ derivatives as indicated in Schedule VI of Wildlife (Protection) Act, 1972.
 - Molluscan shells/ derivatives/ handicraft items as included in Schedule I & IV of Wildlife (Protection) Act, 1972.
 - Coelenterates as included in Schedule 1 of wildlife (Protection) Act, 1972.
 - Fishes as included in Schedule 1 of Wildlife (Protection) Act, 1972.
 - Any wild animal & its derivatives etc.
 - Selling/ display/ sampling of alcoholic beverages/wine/liquor/hard drinks are prohibited without the prior approval of the authorities concerned.
 - No gas cylinder will be allowed for filling up of balloons or demonstration of any product unless proper certification has been obtained from the controller of explosive and proper permission is taken from DCP (Central Distt.), Delhi Police.
- 5.10 Exhibitors are required to follow the Fire Prevention guidelines of the concerned authorities and Architectural Guidelines of ITPO. The details of the same may be referred in the exhibitor manual.

ARTICLE 6: CONSTRUCTION & DISMANTLING

- 6.1 Possession of stalls will be given only after receipt of participation charges (including space rent, power and other services, etc.) in full. This will be applicable to participants of all categories.
- 6.2 Booths will be available to exhibitors in Shell Scheme (Built-up) and Bare Scheme.
- a) **Shell Scheme (Minimum size 12 sqm):** Built-up booth constructed with prefab system and furnished with standard amenities, an indicative list of which is as follows:
- ✓ General Cleaning
 - ✓ Five spotlights
 - ✓ One power point
 - ✓ Three chairs
 - ✓ One Trash bin
 - ✓ Fitted carpet
 - ✓ One Counter
- Note: Exhibitors who book the stall under shell scheme, irrespective of the size, shall not be considered for refund in case the stall is converted to a bare stall. However, such conversions will be subject to prior approval of the proposed stall design / layout by ITPO's Architecture Division through the online portal.
- b) **Bare Scheme:** Exhibitors may build their own booths provided the minimum area booked by them is 36 sqm, subject to the approval of the booth design and plan by ITPO's Architecture Division. Bare space participants will be given possession letters only after submitting the written approval of the Architecture Division of ITPO through online portal. The participants under bare scheme will be charged mandatory power connection charges @ 1KW per 12 sqm at the time of booking at the applicable rates. However, power load for consumption during construction / dismantling days and during the exhibition will be applied and paid for by the exhibitor through the online portal.
- 6.3 Possession of bare space by domestic and foreign participants will commence w.e.f. 10.00 AM on April 03, 2021. Shell scheme participants will be given possession at 10.00 AM on April 05, 2021.
- 6.4 The booth construction shall be completed by exhibitors who opt for bare space by 12.00 noon on April 05, 2021, after which no construction activity shall be permitted.
- 6.5 The display arrangement of the stall shall be completed by all exhibitors by 6.00 PM on April 05, 2021.
- 6.6 The gates of halls will be closed at 7.00 PM on April 05, 2021 and the participants will not be allowed in the halls thereafter.
- 6.7 The exhibitors will be required to remove their exhibits and dismantled booths from the venue overnight, from 7 PM on April 10, 2021 till 10 AM on April 11, 2021.

ARTICLE 7: PAYMENT TERMS

- 7.1 Participation charges shall be remitted by domestic private participants in full at the time of space booking using Internet Banking / Credit Card / Debit Card.
- The participant shall ensure in his own interest that the transaction limit of credit/debit card is suitably enhanced to take care of the value of transaction expected to be done at the time of space booking.
 - Similarly, in case of payment of participation charges through Internet Banking, the exhibitor will ensure well in advance that the transaction limit is kept sufficiently high to take care of the booking amount. Further, in case of corporate Internet Banking, where there is a maker and checker system, the system should be able to complete the transaction within the stipulated time limit provided to complete the transaction after landing on the payment page.
 - The participants should use their own bank account, Net Banking, Debit Card/Credit Card for remitting amount to ITPO.
- 7.2 In case Tax Deduction at Source (TDS) is made from the participation charges, an interest-free refundable security deposit equivalent to the amount of TDS will be charged at the time of payment. The security deposit will be refunded on receipt of TDS certificate in ITPO. This is not applicable for foreign participants. If the participant fails to submit the TDS Certificate (Form 16A) by the due date (i.e. normal due date for filing related TDS return), the security amount will be forfeited and adjusted against the recoverable amount.
- 7.3 As GST TDS is not applicable in the case of ITPO, the participants should not deduct any GST TDS while making payment to ITPO.
- 7.4 The remittance of participation charges by individual **foreign exhibitors** shall be made to the bank account (please see the annexure for bank account details) of ITPO through wire transfer after the booking is made through the space booking portal in the following manner:
- Pay the full participation charges through Wire Transfer to ITPO's account immediately after booking so as to ensure that the money gets credited in ITPO's account within seven business days of making the booking. Immediately after making the remittance, the exhibitor shall login to its portal account and upload the remittance details so that ITPO can verify the same.
- 7.5 The remittance the participation charges for Group / Bulk Foreign participation shall be made to the bank account of ITPO through wire transfer as per the Proforma Invoice issued to the lead agency organising the participation.
- 7.6 The following may be noted regarding remittances made by foreign participants:
- All processing and bank charges shall be borne by the participants.
 - No "charge-back" shall be allowed in case of payments made through debit or credit card.
 - Bank charge, if any, shall be borne by the participants.
- 7.7 All services, such as Power Connection, Power Load, Water Connection, Branding Sites, Sponsorship (Lanyards, exhibitor Badges etc.) Advertisement space in Fair Directory/Fair Guide, Additional Exhibitor Badges, Additional Passes, Conversion of Shell Booths to Bare Space and vice-versa), Parking Labels, Entry/ Exit Permits, etc. are to be pre-booked only through the online portal of ITPO and

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no offline requests will be accepted in any circumstances. If pre-booking of services is not done by the prescribed date, a surcharge of 30% over and above the usual charges will be levied.

7.8 GSTIN (GST registration no.) provided at the time of registration for an exhibition will not be changed under any circumstances for that exhibition.

7.9 In case of Indian entities unregistered under GST, a "Declaration cum Undertaking" needs to be uploaded compulsorily at the time of registration.

7.10 Before issue of approval letter, settlement of old outstanding dues must be cleared.

ARTICLE 8: CANCELLATION AND REFUND

8.1 Full refund is allowed in the following scenarios:

- a. There is a change in venue or dates of the exhibitions due to which an exhibitor is unable to participate.
- b. No allotment is made by ITPO even after the booth approval is made as per Article 3 above.

8.2 Refund of space rent / participation charges, on account of cancellation by the applicant after allotment by ITPO (i.e. after successful realisation of the participation charges in ITPO account), will be made as per the following guidelines:

- a. Cancellation request made 10 days before start of the event (the start day will not be included), 100% participation charges deposited will be forfeited, irrespective of the date of allotment of stall.
- b. Cancellation request made 11 days to 30 days before start of the event (the start day will not be included), 50% of the participation charges deposited will be forfeited, irrespective of the date of allotment of stall.
- c. Cancellation request made 31 days to 45 days before start of the event (the start day will not be included), 25% of the participation charges deposited will be forfeited, irrespective of the date of allotment of stall.
- d. Cancellation request made 46 days and above before start of the event (the start day will not be included), the participation charges deposited will be refunded after deduction of Rs. 5,000/-, irrespective of the date of allotment of stall.
- e. In case the booking itself is made within any of the periods mentioned above, the condition immediately succeeding the said period will be applicable.

All requests for cancellation of booth will have to be mandatorily made through the online portal by logging into the exhibitor account. No requests will be entertained through email / telephone / post / fax.

8.3 All refunds shall be processed after the completion of the exhibition and may take up to three months' time.

8.4 Refunds shall be processed on receipt of TDS Certificates in case of security deposit and no refund will be made after the due date (as specified in Clause 7.2) on non receipt of TDS Certificate.

ARTICLE 9: INSURANCE & EXCLUSION OF LIABILITY

9.1 Participants will insure their exhibits, display material, stand fixtures, personnel and other property against damage arising out of risks, such as fire, theft etc.

9.2 Exhibitors are advised to insure against claims arising out of body injury and/or property damage in the form of public liability insurance.

9.3 Exhibitors are required to indemnify ITPO against any damage to exhibition hall, structure or property caused by exhibitor, its staff or by agents acting on the behalf of the exhibitor.

9.4 ITPO, its representatives or its agents shall be excluded from any liability for damages, regardless of the legal nature of the claim. This applies particularly to damage claims for violations of the principles of good faith in contracting, neglect of duty or claims of property damage or financial losses. The exhibitor shall not be entitled to any compensation from the organizer (ITPO) or reduction in participation charges on these accounts.

ARTICLE 10: ARBITRATION

In case of any dispute, both the parties shall make all efforts to resolve the same by way of conciliation process. In the event of any question, dispute or difference arising under the agreement in

connection therewith (except as to matters, the decision to which is specifically provided under this agreement) remains unresolved; the same shall be referred to the CMD, ITPO for appointment of sole arbitrator. The provisions of Indian Arbitration & Conciliation Act 1996 (as amended from time-to-time) shall apply on both the parties. The fee payable to the Arbitrator shall be paid equally by both the parties. The language used in the Arbitral proceedings shall be English. The venue of the arbitration proceeding shall be the office of ITPO, Pragati Maidan, New Delhi.

ARTICLE 11: JURISDICTION

All disputes between the parties herein, arising out of and in relation to these Terms and Conditions shall be governed by Indian Law, subject to the jurisdiction of the courts of New Delhi only.

ARTICLE 12: FORCE MAJEURE

If at any time, the performance in whole or in part, by either party, of their act/obligation hereunder is prevented, by reason of an event that is beyond the reasonable control of non-performing party including war, hostility, acts of the public enemy, civic commotion, sabotage, act of State or direction from Governmental/Statutory Authority – whether central, state or local, explosion, epidemic, pandemic, quarantine restriction, strikes and lockouts, fire, floods, natural calamities or any act of GOD (hereinafter referred to as "Event"), then performance of acts/obligations of parties hereunder shall be excused for the duration of the event, except that if the performance in whole or part, of any obligation hereunder, is prevented or delayed by reason of any such Event for a period exceeding 14 days, then ITPO/Organiser may, at its discretion, exercise right of termination/cancellation/postponement of the Fair/Exhibition and intimate the exhibitors, who shall have no claim for damages.

Performance of acts/obligations hereunder will be excused/suspended without any claims for damages by the other provided that notice of happenings of any such event is given by the affected party to the other, within 14 calendar days from the date of occurrence thereof, along with anticipated duration of such force majeure, and any actions being taken to avoid or minimise its effect after such occurrence.

Performance of acts/obligations, if possible, 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 exhibition/Fair may be so resumed (and the time frame within which it may be resumed) or not, shall be final, conclusive and binding on the exhibitor.

ARTICLE 13: INDEMNITY

In addition to Exhibitor's Indemnity obligations covered elsewhere in the terms and conditions, Exhibitor shall indemnify, defend or settle and hold ITPO/Organiser harmless from and against any and all losses, damages, liabilities, expenses, costs, and claims, demands, award/judgements, proceedings, actions by employees/agents/assignors of Exhibitor and third parties, relating to, resulting from or in any way arising out of Exhibitor's breach/non-compliance of any terms and conditions for participation, exhibitors manual, regulations of all concerned authorities and/or violation of any laws/rules applicable to Exhibitor or bound to be observed/complied with by the Exhibitor including without limitation compliance of labour laws and Intellectual property rights, including logo, etc. of any third party. These indemnity obligations are of surviving nature.

ARTICLE 14: COMPLIANCE WITH LAWS

- a. It shall be the sole responsibility of the Exhibitor to comply with/observe all applicable laws, rules, regulations, orders, directives and guidelines of any Government/Statutory Authority/Regulatory body and also obtain/hold licenses/permissions/clearances required by it for participation in the Fair/Exhibition/Event.
- b. All exhibitors are required to strictly adhere to the COVID-19 related guidelines / SOPs issued by the relevant government authorities. The details may be referred to in the exhibitor manual.

ANNEXURE

EUR Nostro details for routing of MT103

Our Correspondent Bank	Bank Name	SBI Frankfurt
	Address	State Bank of India, MainzerLandstrasse 61, D-60329 Frankfurt am Main, P.O.Box 111753, D-60052 Frankfurt
	SWIFT Code	SBINDEFF
For Credit To	SBI,CAG Nostro A/C No. with SBINDEFF	52607101120001
	Bank Name	State Bank of India CAG Branch
	Address	State Bank of India, 4 TH and 5 TH Floor, Red Fort Capital Parasvanath Towers, Bhai Veer Singh Marg, Gole Market- 110001
	SWIFT Code of SBI,CAG Branch	SBININBB824
For Payment to	Beneficiary A/c #	11084241415
	Beneficiary Name	INDIA TRADE PROMOTION ORGANISATION

USD Nostro details for routing of MT103

Our Correspondent Bank	Bank Name	SBI New York
	Swift code	SBINUS33
For Credit To	SBI,CAG Nostro A/C No. with SBINUS33	77600125220002
	Bank Name	State Bank of India CAG Branch
	Address	State Bank of India, 4 TH and 5 TH Floor, Red Fort Capital Parasvanath Towers, Bhai Veer Singh Marg, Gole Market- 110001
	SWIFT Code of SBI,CAG Branch	SBININBB824
For Payment to	Beneficiary A/c #	11084241415
	Beneficiary Name	INDIA TRADE PROMOTION ORGANISATION