



**ITPO**

Established under the aegis of Department of Commerce, Ministry of  
Commerce & Industry Government of India

**REQUEST FOR PROPOSAL**

**For**

**Selection of F&B Service Provider for Setting up Fine-Dining  
Restaurants in Mezzanine Floors of Hall 4 & 5**

No. ITPO / FS-II (F&B) / Fine Dining/ 2025

Date : 16.9.2025

(Bharat Mandapam, New Delhi-110001)

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Website: <http://www.indiatradefair.com>

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## Disclaimer

1. The information contained in this Bid document or subsequently provided to Bidders, whether verbally or in documentary form or otherwise by or on behalf of India Trade Promotion Organisation (ITPO), or by any of its employees, is provided to bidders on the terms and conditions set out in this Bid document and such other terms and conditions subject to which such information is provided.
2. The Bid document is neither an agreement nor an offer by ITPO to prospective Bidders or any other person. The purpose of this Bid document is to provide interested parties with information to assist in the formulation of their proposals for selection pursuant to this Bid. The assumptions, assessments, statements, and information contained in this Bid document may not be complete, accurate, adequate, or correct and each Bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Bid document and obtain independent advice from appropriate sources.
3. ITPO, or its employees, make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid any assessment, assumption or information contained therein or deemed to form part of this Bid document.
4. ITPO may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, its assessment or assumptions contained in this Bid document. Such changes shall be intimated to all the Bidders. In case additional period for submission, if required due to such amendments, is necessitated the same shall be intimated to all the Bidders.
5. The issue of this Bid document does not imply that ITPO is bound to select or to appoint any Bidder for the contract and it reserves the right to reject all or any of the Bidders without assigning any reasons whatsoever.

6. ITPO reserves the right not to proceed with the Bidding Process any time or stage, without notice or liability, and to reject any or all Bid(s) without assigning any reasons whatsoever.

## 1. Data Sheet

S.No.	Description	Detail
1.	Name of Work	Selection of F&B Service Provider for Setting up Fine-Dining Restaurants in Mezzanine floor of Hall 4 & 5.
2.	Scope of Work	To develop and operate F&B (Food & Beverage) Fine Dining Restaurant at Mezzanine Floors of Hall 4 & 5 at Bharat Mandapam Complex. Please refer to Chapter 6 Scope of Work for more details.
3.	Eligibility Criteria	<ul style="list-style-type: none"> <li>The bidding entity should be a Company registered under the Companies Act, 1956/2013.</li> <li>Bidder should be in existence for at least 10 years and should hold FSSAI license for at least 8 of past 10 years.</li> <li>Consortium and Joint Venture (JV) are prohibited.</li> <li>Bidder should be operating a minimum of 5 fine dining restaurants in India.</li> <li>Bidder should have at least 50 employees of hospitality sector.</li> <li>Bidder's minimum average annual turnover for last 3 financial years (FY 2022-23, FY 2023-24, FY 2024-2025) should be INR 50 crore from F&amp;B Operations.</li> <li>Please Refer details in Chapter 5 Eligibility Criteria.</li> </ul>
4.	Person In charge of Bid	Mr. Dinesh Mathur, Manager

S.No.	Description	Detail	
5.	Duration of Assignment for running Fine Dining Restaurants	5 (five) Years (3 plus 2-year extension based on Performance).	
6.	Tender Fee (Non-Refundable)	INR 11,800 incl GST	
7.	Earnest Money	INR 8,00,000 (Rupees Eight Lakh Only)/-	
8.	Performance Bank Guarantee	10% of the Contract Value	
9.	Accepting Authority	Chairman & Managing Director (CMD), ITPO	
10.	Bid Validity Period	90 days from the date of opening of the financial bid.	
11.	Bank Details	Name of the Beneficiary	India Trade Promotion Organisation (ITPO)
		Name of the Bank	CENTRAL BANK OF INDIA
		Bank Address	PRAGATI MAIDAN, NEW DELHI-110001
		Account No.	1167404133
		Type of Account	SAVINGS
		IFSC	CBIN 0284078
12.	Method of Selection	<ul style="list-style-type: none"><li>The bidder should meet eligibility criteria to qualify for Financial Evaluation.</li><li>The bidder quoting the highest amount above the Minimum License Fee shall be declared successful bidder.</li></ul>	
13.	Queries and Clarification	The bidder shall submit queries for clarifications using MS word file in soft copy. The address for requesting clarification is: Mr. Dinesh Mathur, Manager	

S.No.	Description	Detail
		India Trade Promotion Organisation, Bharat Mandapam, New Delhi-110001 (INDIA) Email:- dineshmathur@itpo.gov.in
14.	Last Date of Submission of Queries	22 <sup>nd</sup> September 2025
15.	Last Date of Response to Queries by ITPO	24 <sup>th</sup> September 2025
16.	Proposal Submission Dates	6 <sup>th</sup> October, 2025
17.	Pre-Bid Meeting Details	URL: <a href="http://www.indiatradefair.com">http://www.indiatradefair.com</a> <b>Start date/time:</b> 29 <sup>th</sup> September 2025, 12.00 Noon <b>End date/time:</b> 29 <sup>th</sup> September 2025, 1.00 PM <b>Venue:</b> ITPO Admin Block, 4 <sup>th</sup> Floor Committee Room
18.	Date of Technical Presentation	To be notified later
19.	Date of Financial Bid Opening	To be notified later
20.	Mode of Tender Submission	Central Public Procurement Portal (URL: <a href="http://eProcurementSystem.GovernmentofIndia.gov.in">eProcurement System Government of India</a> )
21.	Payment Schedule	Refer Chapter 10
22.	Currency of Financial Proposal	The bidder to quote cost in Indian Rupees only.

## 2. Definitions

- 2.1 **“Authority”** shall mean Competent Authority.
- 2.2 **“Annexure”** referred to in the Tender document shall mean the relevant annexure appended to the Tender Document and the Contract.
- 2.3 **“Approved”** shall mean approved in writing.
- 2.4 **“Bidder”** shall mean the Bidder who submits the tender for the F&B Fine Dining Operations in Mezzanine Hall 4 & 5 and shall include the successors and authorized / permitted assignees of the Bidder.
- 2.5 **“Commencement Date”** shall mean the date of signing of agreement between ITPO and the Successful Bidder.
- 2.6 **“Competent Authority”** shall mean the Chairman and Managing Director (CMD), ITPO.
- 2.7 **“Competent Officer”** shall mean an officer authorized by the CMD, ITPO.
- 2.8 **“Contract”** shall mean the contract for the services and shall include the Tender Documents, the Special Conditions of Contract, the General Conditions of Contract, the Letter of acceptance and the accepted rates in the offer, the Agreement and mutually accepted conditions as per the correspondence exchanged between the successful bidder and the Competent Authority.
- 2.9 **“Designated outlets”** Refers to specific locations or areas identified by the Authority, as outlined in Annexure 12 of the RFP, where fine dining services are to be provided.
- 2.10 **“Earnest Money Deposit (EMD)”** shall mean the amount submitted by a Bidder to ITPO for participating in the Bidding Process.
- 2.11 **“F&B Service Provider”** means the successful bidder selected through this RFP process, responsible for undertaking Fine Dining F&B Operations within the designated F&B locations. This



includes, but is not limited to, the production, processing, supply, and sale of food and beverages.

- 2.12 **“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.
- 2.13 **“ITPO”** shall mean “India Trade Promotion Organisation”
- 2.14 **“Letter of Intent to Award/LOIA”** means the written notice issued by ITPO to the Successful Bidder intimating the acceptance of Successful Bidder’s Proposal for the award of the services under this RFP.
- 2.15 **“Letter of Award/LOA”** means the written notice issued by ITPO to the Successful Bidder after submission of Performance Bank Guarantee by the Successful Bidder.
- 2.16 **“Minimum Guarantee”** shall mean the fixed amount payable to ITPO every year on a quarterly basis till the end of the agreement with an increase of 10% every financial year.
- 2.17 **“Prescribed”** shall mean as prescribed in the Tender Document.
- 2.18 **“Performance Bank Guarantee (PBG)”** shall mean the deposit made in the form and manner specified in this document by the Successful Bidder towards satisfactory performance of services mentioned in the scope of services / work.
- 2.19 **“Services”** and “Scope of Work” shall mean the F&B services as prescribed in chapter 6 of the RFP.
- 2.20 **“Successful Bidder”** shall mean the Bidder, who, after complete evaluation process, gets the Letter of Award.
- 2.21 **“Appointed Date”** is defined as the Date of Commercial Operation Date (COD) or 3 (three) Months (90 Days) from the Effective Date (agreement date), whichever is earlier. Thereafter, the Minimum License fee amount quoted by the successful bidder shall be applicable.

2.22 **“Fine Dining”** means 50 persons sitting capacity with 200-300 sq.mtr area.

### 3. Letter of Invitation

- 3.1 India Trade Promotion Organisation (ITPO) invites tenders from experienced **Food and Beverage (F&B) Service Providers** to undertake F&B operations including, but not limited to, the production, processing, supply, and sale of food and beverages at designated outlets within the **Bharat Mandapam Complex**, for the duration specified in Clause 6.2 – *Scope of Work*.
- 3.2 ITPO intends to select a **Food and Beverage Service Provider** for the **design, fit-out, equipping, and operation** of fine dining restaurants in earmarked areas of **Bharat Mandapam**, New Delhi.
- 3.3 ITPO invites prospective bidders to participate in the tender process for the **selection of a Food and Beverage Service Provider** for the Mezzanine floor of exhibition Hall 4 & 5 at Bharat Mandapam, New Delhi. Interested bidders may access the complete RFP document on the **ITPO website** or through the **Central Public Procurement (CPP) Portal**.

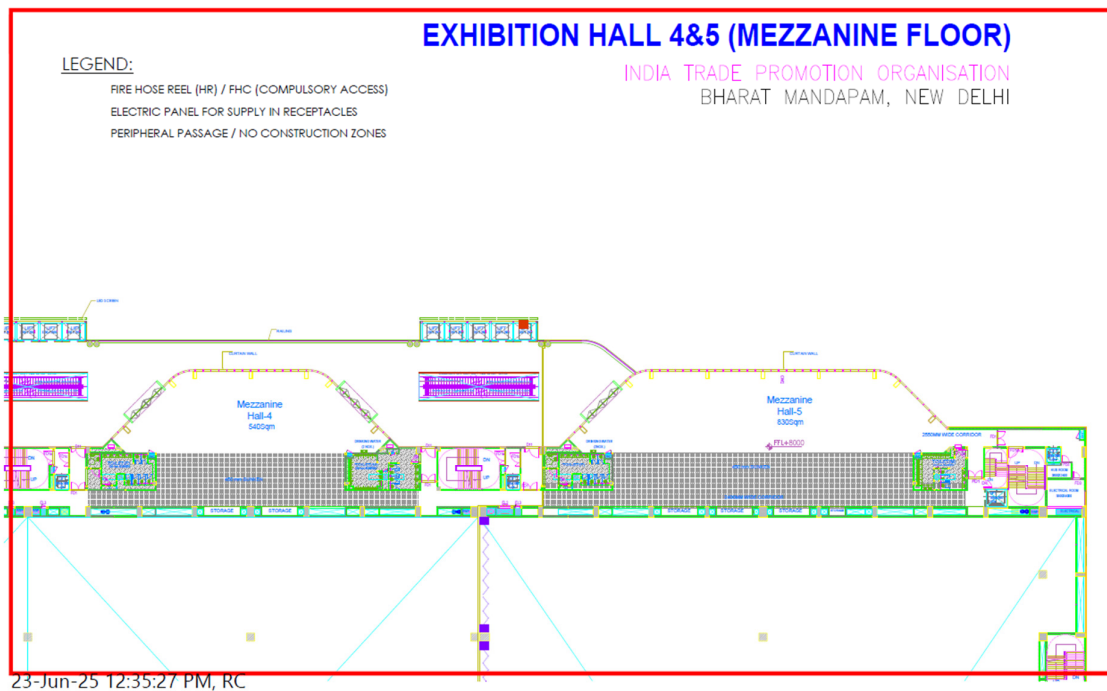
## 4. Instruction to Bidders

### 4.1 Introduction

- 4.1.1 ITPO, established under the aegis of Department of Commerce, Ministry of Commerce and Industry, Government of India. ITPO is committed to showcase excellence achieved by the country in diverse fields especially trade and commerce. Its mission is to promote, facilitate, encourage, and coordinate various activities and programme to enhance India's share of exports. The organisation provides a wide spectrum of services to trade and industry and acts as a catalyst for growth of India's trade and commerce.
- 4.1.2 ITPO invites qualified and experienced Food and Beverage (F&B) service providers to submit their bids for the design, furnishing, equipping, and operation of fine dining restaurants on the mezzanine floors of Exhibition Halls 4 and 5 at Bharat Mandapam. Interested bidders are encouraged to submit their proposals via the Central Public Procurement Portal (CPP Portal).
- 4.1.3 This RFP is being issued for the selection of a **Successful Bidder** to whom the rights and obligations for establishing and operating **fine dining restaurants** shall be granted, in accordance with the terms and conditions set forth in this RFP and the resulting Agreement. During the term of the Agreement, the Successful Bidder shall be responsible for the **design, furnishing, equipping, and operation** of fine dining restaurants **at the mezzanine floors of Exhibition Halls 4 and 5.**
- 4.1.4 The details of locations 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. ITPO reserves the right of including or excluding the F&B locations as per the requirements.

4.1.5 The total area of both Mezzanine Floor of Exhibition Hall 4 & 5 is approx. 1,370 sq. m. The indicative details of the location(s) are specified as under:

Areas	Sub-Areas	Size (sqm)
Mezzanine Floors of Exhibition Halls 4 & 5	Mezzanine Hall-4	540
	Mezzanine Hall-5	830
	<b>TOTAL (1)</b>	<b>1,370</b>



*Layout of Mezzanine Floors of Exhibition Hall 4 & 5.*

**Note:**

- The total area mentioned in the above table of the designated location is envisaged to serve as Fine Dining Restaurant. The said area can be customized by the Successful Bidder in consultation with and with prior written approval of ITPO.
- The Successful Bidder will be allowed to cater to food delivery in accordance with all applicable guidelines and licensing permission required.

- c. Additionally, there shall be only one specific place for food delivery operations, designated by ITPO. The place for food delivery partners/delivery vehicles shall be marked once the bidder is finalised
- d. The vendor shall be provided with designated space outside the complex to operate their delivery operations.
- e. Fine dining restaurant will have to follow applicable laws, regulations, local administration guidelines for the opening hours.
- f. The Successful Bidder will be allowed to operate cloud kitchens in accordance with all applicable guidelines and licensing permission required.
- g. ITPO shall provide the designated F&B space to the Successful Bidder in a bare-shell state. Necessary MEP (Mechanical, Electrical, Plumbing) service nodes, including electricity, plumbing, and PNG connections, shall be made available by ITPO. These services shall be metered and charged to the vendor as per rates specified/fixed by ITPO from time to time. Licence fees and utility charges ( like electricity, water, etc.) shall be borne by the vendor as per applicable ITPO rates, which may be revised periodically.
- h. The Bidders 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 Bidders.
- i. 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 Agreement. 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.

- j. 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.
- k. 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 Successful Bidder.
- l. ITPO, in its absolute discretion, reserves the right to modify any terms and conditions set out in this RFP/The Agreement, at any time, as deemed necessary by ITPO, including but not limited to cancelling/ withdrawing this RFP, to meet its objectives and principles as set out in this RFP.

## **4.2 General Terms and Conditions of the RFP**

- 4.2.1 The CMD, ITPO reserves the right to select the service provider or to reject any bid wholly or partly without assigning any reason. The CMD, ITPO also reserves the right to relax any eligibility criteria to ensure participation of the bid by maximum number of bidders and for the interest of ITPO in getting quality service at affordable & reasonable price. Incomplete tenders, amendments & additions to tender after opening or late tenders are liable to be ignored & rejected.
- 4.2.2 No tender document will be sold, and manual bid shall not be accepted. Bidder have to download the bidding documents from the website [www.indiatradingfair.com](http://www.indiatradingfair.com) or the Central Procurement Portal & shall ensure that their bids, complete in all respect should be uploaded online before the closing date & time as indicated in the fact sheet stated above.

- 4.2.3 Tender must be uploaded in two-bid system – (a) for Technical bid, (b) for financial bid- Bidder will participate in tender online through Central Public Procurement Portal (URL: [eProcurement System Government of India](http://eProcurementSystem.GovernmentofIndia.gov.in)).
- 4.2.4 Bid will be opened online at Bid Opening Date in the ITPO Office. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
- 4.2.5 The bidder will bear all the costs associated with the preparation and submission of their bid document and the bid inviting authority will in no case be responsible and liable for those costs.
- 4.2.6 The proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

### **4.3 Earnest Money Deposit**

- 4.3.1 Bidders shall submit, along with their Bids, EMD amount mentioned in the Data Sheet in the form of Demand Draft or Bank Guarantee issued by any nationalized bank in favour of ITPO and should be valid for a period of 90 days beyond the Bid Validity Period (Refer Data Sheet).
- 4.3.2 EMD of all unsuccessful bidders would be refunded by ITPO within 90 days of the bidder being notified as being unsuccessful. The EMD for the amount mentioned in the Data Sheet, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format prescribed in the RFP.
- 4.3.3 The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- 4.3.4 The bid / proposal submitted without EMD, will be summarily rejected.



#### 4.3.5 EMD may be forfeited if:

- i. The bidder withdraws its bid during the period of bid validity.
- ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

### **4.4 Performance Bank Guarantee**

4.4.1 ITPO will require the selected bidder to provide a Performance Bank Guarantee which is 10% of the Contract Value, within 15 days from the Notification of Award, for a value mentioned in the Data Sheet. The Performance Bank Guarantee should be valid for the period mentioned in the Data Sheet. The Performance Bank Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Bank Guarantee shall contain a claim period from start of the agreement to 6 months after the date of expiry of the agreement. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit Performance Guarantee within the time stipulated, ITPO at its discretion may cancel the order placed on the selected bidder without any prior notice given and forfeit the bid amount. ITPO shall invoke the Performance Bank Guarantee in case selected Vendor fails to discharge their contractual obligations, resulting in ITPO incurring losses during the said period due to Vendors negligence and/or failure in carrying out the Project implementations as per the agreed terms.

### **4.5 Instructions for Online Bid Submission**

4.5.1 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>

#### 4.5.2 Registration

- i. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: [eProcurement System Government of India](https://eprocure.gov.in)) by clicking on the link “Online Bidder Enrolment” on the CPP Portal which is free of charge.
- ii. As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv. 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/TCS/nCode/eMudhra etc.) with their profile.
- v. 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.
- vi. 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

#### 4.5.3 Searching for Tender Documents

- i. 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.

- ii. 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 CPP Portal to intimate the bidders through SMS / e-mail in case there is any Corrigendum issued to the tender document.
- iii. The bidder should make note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the helpdesk.

## **4.6 Bid Documents, Amendment, Preparation and Submission**

### **4.6.1 Bid Document**

- i. One set of Bid Document will comprise of the Technical Documents and another set will comprise of the Financial Documents. In any circumstances if any Bidder uploads the Financial Documents in the Technical Document folder, then that bidder will be summarily rejected.

### **4.6.2 Amendment to Bid Documents**

- i. Before the last date for submission of Bids, the bid Inviting Officer may modify any of the Contents of the Bid Notice, bid documents by issuing amendment / Addendum/Corrigendum.
- ii. Any addendum/ amendments/ Corrigendum issued by the bid Inviting Officer shall be part of the bid Document and it shall be published on the e-procurement website (CPP Portal) and ITPO's Website. However, ITPO shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Bidders are requested to visit the website frequently to check whether there is any related Corrigendum(s) or not.

### **4.6.3 Bid Offer**

- i. For Item rate tender, BOQ contains the quantities worked out by the Department and bidder shall quote the rate for all items/ selected items in MS Excel BOQ sheet with which he intends to execute the work. Thus, the total amount (for overall quoted bid

percentage) as computed through Macro Enabled MS Excel BOQ Sheet would be the quoted offered amount for the work, which will be shown in figures & words automatically.

#### 4.6.4 Validity of Bids

- i. Bids shall remain valid for a period mentioned in the Data Sheet from the date of opening of Financial Bid. During the above-mentioned period, no plea by the bidder for any sort of modification of the bid based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.
- ii. Any alteration which is made by the bidder in the contract form, the conditions of the contract, the drawings, specifications or statements / formats or quantities accompanying the same will be recognized; and, if any such alterations are made the bid will be void.

#### 4.6.5 Submission of Bids

- i. The bidders, who are desirous of participating in bid, shall submit their Pre-Qualification (eligibility criteria) and other details etc., in the Standard formats prescribed in the bid document.
- ii. List of documents to be scanned and uploaded: All the documents mention in the Document Checklist (List of the documents to be scanned and uploaded with the Bid) must be submitted online on the CPP Portal.
  - Technical documents should be uploaded in Technical cover and
  - Financial Document should be uploaded in Financial Cover, otherwise the bid will be rejected.

Note: If any of the above-mentioned documents (Document Checklist) (List of the documents to be scanned and uploaded with the Bid) is not applicable for a particular Bidder than he / she shall prepare a PDF Document containing the remark as 'NOT APPLICABLE' WITH NAME OF THE BIDDER & ADDRESS and upload the same in the relevant Folder.

- iii. If any of the certificates/documents furnished by the Bidder, found to be false / fabricated / bogus, the bidder will be liable to blacklisted and their E.M.D. will be forfeited.
- iv. Last date / time for Submission of the Bids: Bids must be submitted within the Bid Submission start and end date and time specified in the Data Sheet. ITPO may extend the dates for issue and receipt of Bids by issuing Corrigendum in which case all rights and obligations of the ITPO and the bidders will remain same as previously.
- v. Late Bids: The CPP Portal will not allow any Bidder to attempt bidding, after the scheduled date and time prescribed in the Data Sheet.

#### **4.7 Bid Opening and Evaluation**

##### **4.7.1 Bid Opening**

- i. The bid will be opened online by the authorized officer on behalf of the CMD, ITPO at the time, date and venue as specified in the bid documents. Bids shall be scrutinized in accordance with the conditions stipulated in the Bid document. In case of any discrepancy of non-adherence Conditions, the Bid accepting authority shall communicate the same which will be binding both on the bid opening authority and the Bidder. In case of any ambiguity, the decision taken by the Bid Accepting Authority on bids shall be final.
- ii. The sequence of Bid opening will be as follows:
  - The technical documents will be opened on the date mentioned in the data sheet
  - The bids that are found responsive and meet the eligibility criteria will be eligible for Financial Evaluation.
  - The financial bids will be opened after the technical evaluation process is completed.

##### **4.7.2 Discrepancy in Bid rate quoted.**

- i. The Bids shall be scrutinized in accordance with the conditions stipulated in the Bid document. Bidder shall quote rate in figures only. BOQ (in MS-Excel format) shall be open with Macro

Enabled for automatic conversion from figures to words. In case of any ambiguity, the decision taken by the Bid Accepting Authority on Bidders shall be final.

#### 4.7.3 Bid Evaluation

- i. ITPO will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- ii. The Proposal Evaluation Committee constituted by the ITPO shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- iii. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- iv. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- v. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- vi. Each of the responses shall be evaluated as per the criteria and requirements specified in the RFP.

#### **4.8 Right to Accept Any Proposal and to Reject Any or All Proposal(s)**

- 4.8.1 ITPO reserves the right to accept or reject any proposal, and to annul the tendering process / public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for ITPO.

#### **4.9 Notification of Award Criteria**

4.9.1 Prior to the expiration of the validity period, ITPO will notify the Successful Bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, ITPO may extend the validity period of the bid.

4.9.2 The notification of award will constitute the formation of the contract. Upon the Successful bidder's furnishing of Performance Bank Guarantee, ITPO will notify each unsuccessful bidder and return their EMD.

#### **4.10 Notification of Award and Signing of Contract**

4.10.1 The Bidder whose Bid has been accepted will be notified of the award of contract by any authorized official of ITPO, prior to expiration of the Bid Validity period by E-Mail on registered E-Mail ID.

4.10.2 The written agreement to be entered into between the bidder and the ITPO shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement has been signed by the bidder and then by the ITPO authority to enter into contract on behalf of the Government.

4.10.3 All communications with respect to the tender shall be addressed to the E-Mail mentioned on the Data Sheet.

#### **4.11 Fraud and Corrupt Practices**

4.11.1 The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, ITPO shall reject a proposal 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 (collectively the "Prohibited Practices") in the Selection Process. In such an event, the ITPO shall without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or Performance Bank Guarantee, as the case may be, as mutually agreed genuine pre-

estimated compensation and damages payable to the ITPO for, inter alia, time, cost and effort of the ITPO, in regard to the RFP, including consideration and evaluation of such bidder's proposal.

4.11.2 Without prejudice to the rights of the ITPO under the clause above and the rights and remedies which the ITPO may have under the LOA or the Agreement, if the bidder is found by the ITPO 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 Selection Process, or after the issue of the LOA or the execution of the Agreement, such bidder shall not be eligible to participate in any tender or RFP issued by the ITPO.

4.11.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assign to them:

- i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything value to influence the action of any person connected with the Selection Process (For avoidance of doubt, offering the employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the ITPO who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the ITPO, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial, or technical consultant/adviser of the ITPO in relation to any matter concerning the Project.



- ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirect, any persons or property to influence any person’s participation or action in the Selection Process;
- iv. “Undesirable practice” mean (i) establishing contact with any person connected with or employed or engaged by ITPO th the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- 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 Selection Process.

#### **4.12 Conflict of Interest**

4.12.1 The Bidder shall hold the “ITPO’s” interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the Contract Period, a conflict of interest arises for any reasons, the Bidder shall promptly disclose the same to ITPO and seek its instructions.

4.12.2 The payment of the Successful Bidder in accordance with this Contract shall constitute the Successful Bidder’s only payment in connection with this Contract and, the Successful Bidder shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Successful Bidder shall use its best efforts to ensure that Personnel involved shall not receive any such additional payment.

4.12.3 The Successful Bidder and its affiliates shall not become otherwise interested in the Scope of Services in any manner. The

Successful Bidder agrees that, during the Contract Period, the Successful Bidder and any entity affiliated with the Successful Bidder shall be disqualified from bidding and providing consultancy, goods, works, or services resulting from and/or directly related to the Scope of Services for the Bharat Mandapam Convention Centre.

- 4.12.4 The Successful Bidder and its affiliates are strictly prohibited from engaging and participating in any conflicting activities of the business of ITPO conducted inside Bharat Mandapam. The Successful Bidder shall not engage, and shall cause their personnel not to engage, either directly or indirectly, in any business or and their professional activities with the Occupants and Users of ITPO property which shall safeguard any kind of conflict with the activities assigned to them under this Service Contract.

#### **4.13 Pre-Bid Meeting**

- 4.13.1 Pre-Bid Meeting of the Bidders will be convened off-line / online at the designated date, time and place as provided in the data sheet. A maximum of two representatives of each Bidder will be allowed to participate on production of an authorization letter from the Bidder. Bidders intending to attend the Pre-Bid Meeting should inform Authority in writing (email) beforehand.

- 4.13.2 During the course of Pre-Bid Meeting, the Bidders will be free to seek clarification and make suggestions for consideration of the Authority. The Authority will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive selection process.

#### **4.14 Queries & Clarifications**

- 4.14.1 A prospective bidder requiring any clarification of the tender document may send an email to the email address mentioned in the Data Sheet.
- 4.14.2 ITPO will respond electronically to any request for clarification of the Bid that is received as per date and time given in the Data

Sheet for the submission of proposals. The bidders are requested to send their queries as per the timelines. Queries received after the set time limit will not be addressed by ITPO.

4.14.3 It would be deemed that prior to the bid submission, the bidder:

- a. Has examined completely and carefully the project proposed in this tender and has taken necessary precaution to build in all costs necessary for execution of the project considering the magnitude of the work and logistics involved.
- b. Has determined to its satisfaction the nature and extent of any issue's incidental to the performance of its obligations.

## **4.15 Other Terms and Conditions**

### **4.15.1 Force Majeure**

If at any time, during the continuance of this Contract, the performance in whole or in part, by either party, of any obligation under this Contract 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, pandemic, quarantine restriction, strikes and lockouts(as are not limited to the establishments and facilities of the Parties), 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 7 Calendar days from the date of occurrence thereof, neither Party shall, by reason of such event, be entitled to terminate this Contract, nor shall either Party have any such claims for damages/compensation/costs/expenses against the other, in respect of such non-performance or delay in performance provided the Contract shall be resumed as soon as practicable, after such Event comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may, at its option, terminate the Contract.

### **4.15.2 Arbitration**

In case of any dispute, both the parties shall make all efforts to resolve by way of conciliation process. In the event any doubt, dispute or difference arising out of or in relation to the Contract remains unresolved, both the parties to the Contract will mutually appoint a Sole Arbitrator, in accordance with the Arbitration and Conciliation Act 1996. 9.1.2 The provisions of Arbitration & Conciliation Act, 1996 (as amended from time to time) shall apply to both the parties. 9.1.3 The fee payable to the Arbitrator shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English. 9.1.4 The venue of the arbitration

proceedings shall be the Office of ITPO, i.e. Bharat Mandapam, New Delhi.

#### 4.15.3 Jurisdiction

All disputes arising out of and in relation to the contract between the parties herein shall be governed by Laws of India subject to the exclusive jurisdiction of the courts of Delhi only.

#### 4.15.4 Indemnity

The Successful Bidder/contractor/agency shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions, losses, damages, expenses, costs and third party claims whatsoever – whether financial or otherwise, including liability for payment of contributions/dues to EPFO/ESIC/Govt. Departments/Local Bodies/Statutory Authorities etc. which ITPO may sustain, incur, suffer or be exposed to at any time during the subsistence of the Contract and subsequent thereto relating to the period of Contract, arising out of a breach by the Successful Bidder, its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract

#### 4.15.5 Confidentiality

The Successful Bidder/contractor/agency shall maintain high level of professional ethics and shall not act in any manner, which is contrary to any laws and/or detrimental to ITPO's interest. Contractor/Agency shall treat as confidential any and all data, information and records, obtained/received in the performance/execution of its responsibilities, in strict confidence and shall not reveal such data, information or records to any other person/party without the prior written approval of the ITPO, even after expiry/termination/determination of the Contract. ITPO shall take necessary legal and other remedial actions for infringement of this clause.

#### 4.15.6 Compliance with Statutory Laws

All applicable laws (Central/State/Municipal/Local Laws etc.) including labour laws must be complied with/followed by the contractor/agency.

#### 4.15.7 Intellectual Property Rights (IPR)

ITPO's name/logo/other IPRs shall be the sole and exclusive property of ITPO only. For any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs by the Contractor/Agency and/or their sub-agents/sub-contractors/employees, etc., the Contractor/Agency shall be held solely responsible. ITPO shall not be responsible for any harm or loss caused to any third party because of any such misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs. Contractor/Agency shall indemnify ITPO against any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs and/or any claim(s) relating to infringement of any intellectual property rights committed by them/their sub-agents/sub-contractors/employees, etc. ITPO shall take necessary legal and other remedial actions, as deemed fit, for such violations.

## 5. Eligibility Criterion

The interested bidder should meet the following minimum qualifying criteria:

### 5.1 Qualification Requirements

S. No.	Qualification Required	Documentary Evidence
1.	i. The bidder should be a company registered under the provisions of the Companies Act, 1956/2013.	Copy of certificate of incorporation along with name change, if any
	ii. Registered with the Income Tax Authorities	Copy of PAN Card
	iii. Registered with GST	Copy of GST registration certificate
	iv. The Bidder must be in existence for at least 10 years.	Copy of Incorporation Certificate
	v. The Bidder must be in F&B Business for at least 8 of past 10 financial years	Proof of Possession of FSSAI License for any 8 out of 10 financial years before the tender due date.  1. 2014-15 2. 2015-16 3. 2016-17 4. 2017-18 5. 2018-19 6. 2019-20 7. 2020-21 8. 2021-22 9. 2022-23 10. 2023-24
	All of above should be certified by Statutory Auditor / Chartered Accountant	
	Please note that consortium is prohibited	
2.	Minimum Average Annual Turnover of the bidder must exceed INR 50 Crore for last 3 financial years (FY 2022-23, FY	Certificate from the chartered accountant. The details relating to a) the total financial

S. No.	Qualification Required	Documentary Evidence
	2023-24, FY 2024-2025) from Fine Dining Operations in Food & Beverages.	turnover, b) financial turnover from food and beverage operation must be provided as per the format given in this RFP at <b>Annexure 2</b>
3.	Bidder shall produce a certificate of solvency from its bank to the minimum extent of INR 5 Crore ("Certificate of Solvency") along with the Technical Proposal.	Certificate of Solvency from Scheduled bank provided as per the format given in this at <b>Annexure 4</b>
4.	The Bidder should not have been blacklisted or made ineligible by the Government of India or its Agencies / Entities from participating in future bids due to unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or any other reasons, as on date of submission of the Proposal.	Certificate duly signed by an authorized signatory of the Bidder as per <b>Annexure 11</b>
5.	Bidders must satisfy the following conditions:	
a	Bidders must have valid FSSAI certificate and other related credentials for food and beverage operation.	Copy of FSSAI license / related credentials valid as on bid submission date
b.	Bidders must have valid HACCP certificate and other related credentials for food and beverage operation.	Copy of HACCP Certificate / related credentials
6.	The bidder shall be operating minimum five (5) fine dining restaurants in India, on the date of submission of the bid.	Details to be filled as per <b>Annexure 3</b> along with valid FSSAI License for all 5 fine dining restaurants.
7.	Minimum employee on payroll as on 31 March 2025 should be 50 employees catering to Food and	Self-Certification in form of an Affidavit stating the number of Employees on



S. No.	Qualification Required	Documentary Evidence
	Beverages services.	their payroll as on 31 March 2025.
8.	The bidder must have a net worth of at least INR 10 crore as on 31 March 2025.	Net Worth Certificate from signed and attested by CA.

- Self-Certified documents submitted to ITPO shall be duly notarized and accredited.

## 6. Scope of Work

### 6.1 Designated Areas for Fine Dining Operations.

6.1.1. The Bharat Mandapam Complex spans 123 acres and includes state-of-the-art Convention Centres and Exhibition Halls. The Successful Bidder shall be responsible for carrying out Fine Dining Food & Beverage (F&B) Operations at the designated location within the complex, ensuring a high-quality culinary experience for customers.

Note:

- a) Mezzanine Floors of Exhibition Hall 4 and 5 have been designated for fine dining operations, the total combined area of both mezzanine floors is 1,370 sq m. The break-up of individual floor areas are as follows:

Areas	Sub-Areas	Size (sqm)
Mezzanine Floors of Exhibition Halls 4 & 5	Mezzanine Hall-4	540
	Mezzanine Hall-5	830
	<b>TOTAL (1)</b>	<b>1,370</b>

- b) The catering operations at the Convention Centre are NOT Included in the scope of work.
- c) There should be no encroachment of unallocated common area like lifts, service lifts, toilets, escalators, transit area 2.4 m wide service alley etc. which will be maintained and cleaned by ITPO.

6.1.2. The Successful Bidder shall be provided with bare-shell space along with service nodes such as electricity, plumbing, external drainage, and sewerage up to the periphery of the allocated locations. The arrangement, installation, construction, interior works, equipment, and all other requirements to make the F&B Fine Dining Restaurants operational shall be undertaken by the Successful Bidder at its own cost. The Successful Bidder shall also be responsible for the maintenance, cleanliness, and upkeep of the areas allocated to them for F&B Fine Dining operations throughout the tenure of the Agreement.

6.1.3. The **entire responsibility for the development, maintenance, and upkeep** of the premises shall rest with the Successful Bidder. This includes all civil, electrical, plumbing, HVAC, kitchen infrastructure, interiors, signage, and branding elements installed

by the Bidder. The Successful Bidder shall ensure the premises are maintained in a **clean, safe, and hygienic condition** at all times, in full compliance with applicable statutory norms and operational standards. All associated costs, including those for repairs, pest control, waste disposal, and routine upkeep, shall be borne solely by the Successful Bidder. ITPO shall have **no liability for any deterioration, malfunction, or damage** within the licensed area.

- 6.1.4 ITPO will provide the main electricity source panel near by the mezzanine floor F&B outlet no. 4 & 5. The electricity will be provided through electrical energy meter & will be charged on actual meter reading basis as per the approved ITPO tariff.
- 6.1.5 The independent Air conditioning system will be installed by the allottee and their electricity charges against consumption will be charged by ITPO as per approved tariff revised from time to time. ITPO will not provide any air conditioning system.
- 6.1.6 The basic sprinklers are installed & if the vendor intends to do any alterations / additions in the infrastructure including due to false ceiling that will have to be executed by the vendor only with the prior permission of ITPO. Additionally, fire alarm systems & movable fire fighting arrangements like hand held cylinders etc. will have to be arranged by the vendor as per the approval of ITPO. All fire fighting & fire alarm system will be in vendor's / selected bidders scope as per the fire norms including their maintenance.
- 6.1.7 Designated branding points within the premises shall be allocated to the Successful Bidder by ITPO **as per Annexure 9**. Any additional branding beyond the designated points shall be subject to prior approval and shall attract separate charges, to be mutually agreed upon between the Successful Bidder and ITPO.
- 6.1.8 The Agreement period for the designated areas is 5 (five) years (3 plus 2-year extension based on performance).  
  
The duration will start from the Effective Date (agreement date) unless earlier terminated/cancelled/revoked. Extension may be given, at the sole discretion of ITPO, on the same terms and conditions.
- 6.1.9 For the purposes of this RFP and the resulting Agreement, the Commencement Date shall mean the date of signing of the Agreement between ITPO and the Successful Bidder.

## **6.2 Upgrade/Renovation of Existing Facilities**

- 6.2.1 The Successful Bidder is authorized to renovate and/or upgrade the designated areas duly considering the existing structure and with the prior approval of ITPO.
- 6.2.2 No additional building structures shall be allowed within Bharat Mandapam Complex. The Successful Bidder shall adhere to all the norms of Fire Safety, National Building Code etc., and also obtain the insurance coverage for the project facilities including third-party insurance.
- 6.2.3 The design of F&B Restaurants, if renovated by the Successful Bidder, shall be innovative, creative and attractive and shall ensure structural stability and safety without affecting the aesthetics of Bharat Mandapam. The plans, designs and views need to be approved by ITPO before implementation.
- 6.2.4 The Successful Bidder shall submit Upgradation Plan for all the components, giving details of the proposed upgradation of the facilities, within 15 days of issuing Letter of Intent (LoI), and before signing the agreement. The Successful Bidder is required to finish the renovation/upgradation of the F&B Restaurants/Project Facilities and initiate operations within a maximum of two (2) months from the date of signing of The Agreement. A one-time extension of 30 days may be granted with the approval of ITPO, in cases of exceptional circumstances.
- 6.2.5 Usage of the facilities shall be as per the Upgradation Plan submitted by the bidder in line with the proposed project activities in the RFP and as approved by ITPO.

### **6.3 Service Standards and Operational Requirements for Fine Dining**

The following provisions outline the minimum service standards, operational practices, and compliance requirements that the Successful Bidder must adhere to while operating Fine Dining Restaurants at Bharat Mandapam. These are in addition to the general obligations stated elsewhere in the Agreement.

- 6.3.1 The Successful Bidder shall be responsible for providing multi-cuisine fine dining services, offering an elevated culinary experience that includes à la carte and curated menus. The offerings should encompass diverse regional and international cuisines, along with

premium beverage options. The dining experience must reflect exceptional quality, ambiance, service standards, and presentation, catering to dignitaries, delegates, and discerning visitors.

6.3.2 ITPO envisions a comprehensive and high-standard food & beverage ecosystem within Bharat Mandapam. The following restaurant categories illustrate the desired scope and quality expectations, though bidders are encouraged to propose innovative formats and offerings beyond these examples, aligned with fine dining and premium service standards.

S.No	Category	Description
1.	<b>Multi-Cuisine Fine Dining Restaurants</b>	Full-service restaurants offering diverse global cuisines such as Indian, Continental, Asian, Mediterranean, and fusion dishes with carefully curated menus, table service, and an upscale dining ambiance.
1.1	<b>Specialty Cuisine Restaurants</b>	Restaurants dedicated to a specific cuisine (e.g., authentic South Indian, Biryani, Chinese, Lebanese, or Mexican) with gourmet offerings and refined culinary presentations.
1.2	<b>Gourmet Pizza Restaurants</b>	Fine dining outlets serving artisanal pizzas and Italian fare, focusing on premium ingredients and an elegant dining environment.
1.3	<b>Tea &amp; Coffee Lounges</b>	Upscale cafés or lounges offering specialty teas, gourmet coffees, handcrafted beverages, and premium snacks in a relaxed yet sophisticated setting.
2.	<b>Curated Meal Experiences</b>	Restaurants or dining setups providing set-course meals (e.g., tasting menus, plated thalis, or themed buffets) showcasing Indian regional delicacies and seasonal specialties in a fine dining format.

- 6.3.3 The Successful Bidder shall implement digital menus and QR code-based ordering across dining areas, along with an online reservation system for guests. The system shall display real-time table availability and enable digital feedback collection to enhance operational efficiency and guest experience.
- 6.3.4 All staff deployed at the Fine Dining Restaurants shall adhere to a **professional dress code**, maintain a high standard of personal hygiene, and reflect the premium image of Bharat Mandapam. ITPO reserves the right to conduct visual audits and issue corrective instructions as needed.
- 6.3.5 Fine Dining Restaurants shall remain operational as per the **business hours approved by ITPO**. Any extension of operating hours during events or for special delegations shall require **prior written approval** from ITPO and coordination with the relevant security and facility teams.
- 6.3.6 The Successful Bidder shall install and maintain systems (digital/physical) for collecting **guest feedback** and addressing grievances. A **monthly summary of feedback and corrective actions** taken shall be submitted to ITPO. ITPO reserves the right to conduct **surprise audits or inspections** to ensure service quality.
- 6.3.7 All F&B personnel shall undergo **mandatory training and certification** in food safety, hygiene (FSSAI-compliant), customer service, and emergency protocols. Records shall be maintained and shared with ITPO upon request.
- 6.3.8 The Successful Bidder shall prepare and follow **Standard Operating Procedures (SOPs)** for emergencies such as fire, health issues, or security incidents. Any such incident must be reported to ITPO **immediately**, along with documentation and a mitigation plan.
- 6.3.9 The use of **background music, screens, or live entertainment** must be tasteful, subtle, and aligned with the ambiance of a fine dining space. Any installation or use of **audio-visual equipment** requires **prior written approval** from ITPO.

#### **6.4 Other Responsibilities of the Successful Bidder**

- 6.4.1 The Successful Bidder shall also pay all utility charges (like power, water which shall be provided by ITPO through Delhi Jal Board with Successful Bidder's responsibility to ensure installation of RO and related services, waste disposal etc.) to the concerned authorities or ITPO (as applicable), without any default. ITPO will not be held responsible for consequences in this regard.
- 6.4.2 The Successful Bidder shall be responsible for collection, segregation, and disposal of all waste generated from the premises, in accordance with applicable municipal and environmental guidelines. Disposal shall be carried out at locations designated by ITPO. Any waste material generated must be handled in a safe, hygienic, and compliant manner.
- 6.4.3 The Successful Bidder is NOT authorized to mortgage the F&B Restaurants or Designated Areas / Project Structures.
- 6.4.4 The existing parking area of Bharat Mandapam Complex is excluded from the Designated Areas. It will be under the complete ownership of the ITPO. However, the facility can be used by the Successful Bidder and his customers as per the norms of ITPO.
- 6.4.5 Upon completion or termination of the agreement, the Successful Bidder shall hand over the F&B restaurants and designated areas in good, running, and operational condition, free from any encumbrances or pending dues. ITPO shall not be liable to bear any cost for the restoration, clearance, or removal of vendor-installed assets unless otherwise mutually agreed in writing.
- 6.4.6 The Successful Bidder is not allowed to put up any third-party commercial hoardings, except its own name/brand boards/product promotions, with the prior intimation of ITPO.
- 6.4.7 The Successful Bidder can use the existing infrastructure & utilities as per the terms of ITPO and upgrade at his own cost as per the requirements.
- 6.4.8 The Successful Bidder is responsible for housekeeping of designated areas assigned for operations.

6.4.9 All applicable taxes, including the GST on the above shall also be paid by the Successful Bidder.

#### 6.4.10 Taxes

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

6.4.11 The Successful Bidder shall be solely responsible for obtaining all statutory licenses and regulatory approvals required for operating the F&B restaurant(s), including but not limited to FSSAI license, Fire Department clearance, and any other required permissions.

6.4.12 The Successful Bidder shall also be responsible for procuring and maintaining adequate insurance coverage for the restaurant(s), including but not limited to fire insurance, public liability insurance, and employee insurance, as per applicable laws and best industry practices.

6.4.13 The Successful Bidder shall at all times be in compliance with Applicable Laws, while undertaking and implementing the agreement.

6.4.14 The Successful Bidder shall maintain books of accounts recording all its receipts and other revenues derived/collected by it from or on account of the F&B restaurant in Bharat Mandapam complex, income, expenditure, payments, assets and liabilities, in accordance with Good Industry Practice, Applicable Laws and Applicable Permits.



- 6.4.15 The branding sites and areas for trade promotion/publicity shall be as earmarked by ITPO. The rate of branding sites will be fixed by the ITPO. Any such request will be submitted directly to ITPO. The Successful Bidder will however be permitted by ITPO to carry out its own brand promotion / publicity at the earmarked branding sites.

The hoardings / billboards sites, size and the number of hoardings can be put up only with the prior approval of ITPO. ITPO's branding policy will govern for permission for signage and display for publicity of upcoming brands at ITPO's main gates and main locations for interaction with the Public for promotion of premises, subject to clearance from Municipal Corporation.

- 6.4.16 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 Successful Bidder or other person claiming for or on behalf of or through the Successful Bidder shall have no interest, right or claim whatsoever therein or thereto. The Successful Bidder 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 the Successful Bidder to the terms and conditions of this Agreement. The Successful Bidder declares that the Successful Bidder 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. The Successful Bidder 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, the Successful Bidder will support ITPO in

every way to register the intellectual properties, but cost towards the same will be borne by ITPO. The Successful Bidder shall not use or permit use of the said intellectual property rights except as provided in this Agreement. The Successful Bidder 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 The Successful Bidder is permitted to use The Successful Bidder's name for the limited purpose of describing itself as the Successful Bidder or manager of the FACILITIES. The Successful Bidder 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)** The Successful Bidder 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 The Successful Bidder to use ITPO's name and logos only for the aforesaid purposes and only during the subsistence of this Agreement.
- d)** The Successful Bidder 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. The Successful Bidder 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.

6.4.17 The Successful Bidder shall at all times adhere to the guidelines issued by the ITPO from time to time in respect of quality and pricing of products. The Successful Bidder 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 the Successful Bidder to satisfy itself that the price charged are not exorbitant. The Successful Bidder shall furnish all the required information to ITPO immediately on receiving a communication to the effect from ITPO in writing.

- 6.4.18 The Successful Bidder shall ensure full compliance with protocols related to VVIP movement within the Bharat Mandapam complex. All operations, staffing, access, and logistics in and around the allocated F&B Fine Dining areas shall be managed in strict accordance with ITPO's VVIP movement policy and security guidelines, as may be issued or amended from time to time. The Successful Bidder shall extend full cooperation to ITPO, security agencies, and authorised personnel during such movements, and shall make necessary adjustments to operations as directed by ITPO to facilitate smooth and secure VVIP access.

## **6.5 Separate GST Registration for Restaurant Operations**

The Successful Bidder shall be required to obtain a separate Goods and Services Tax (GST) registration specifically for the operations of the F&B restaurant(s) at Bharat Mandapam, reflecting the address of the licensed premises. The Successful Bidder shall ensure full compliance with applicable GST laws, including timely filing of returns, issuance of GST-compliant invoices, and payment of GST liabilities. All responsibilities related to GST compliance shall rest solely with the Successful Bidder, and ITPO shall bear no liability for any non-compliance, penalties, or legal issues arising therefrom.

## **7. Termination / Revocation of Agreement**

- 7.1 In the event of unsatisfactory performance of the Successful Bidder and/or default under the Agreement including the failure of the Successful Bidder to pay the Minimum License Fee or any other charges resulting in outstanding dues. The ITPO would issue a Notice of Dissatisfaction which is defined as a written notice of thirty (30) days (served in writing by the ITPO/Successful Bidder on

the other), specifically highlighting the instances which specifies the deficient discharge of obligations (Events of default) as provided in the “The Agreement” and especially the instance(s) of unsatisfactory performance. If the Successful Bidder fails to rectify the identified issues within the specified 30-day period, ITPO reserves the right to invoke a Notice of Termination in accordance with Clause 7.2 and the defaulting party shall be liable to bear all consequences and/or losses suffered by ITPO.

- 7.2 The ITPO as well as the Successful Bidder will have the option to terminate the 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 Agreement, but after having completed the minimum lock-in period (“Minimum Lock in Period”) equivalent to five (3) years of The Agreement. However, ITPO 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.
- 7.3 The Successful Bidder shall **not sublet, assign, transfer, or in any manner part with the possession or rights of the licensed premises or any portion thereof** to any third party, either wholly or partially, without the prior written approval of ITPO. Any such act without approval shall be treated as a material breach of the Agreement, entitling ITPO to initiate termination and forfeit the Performance Bank Guarantee.
- 7.4 In case the Agreement is terminated by the ITPO after the minimum lock-in period, the F&B Successful Bidder may be allowed to take his furniture and fixtures without damaging the property of ITPO and without making any structural damages. In case the Successful Bidder exits the contract before expiry of the lock-in period, the Successful Bidder will have to handover the designated locations to ITPO on ‘as-is-where-is’ basis and all the furniture, finishing, fixtures etc. will have to be transferred to ITPO on no cost basis.
- 7.5 The Successful Bidder will have to operate the F&B Fine Dining Restaurants for a minimum lock-in period which would not be less than three (3) years. In the event of Successful Bidder decides to exit the 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 Agreement prior to expiry of the Minimum Lock in Period is not available to the Successful Bidder. However, in the event of Successful Bidder 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 ITPO on future participation in Tenders/ RFPs floated by the ITPO.

- 7.6 Unless terminated earlier in accordance with the provisions of The Agreement, the Agreement shall terminate upon the expiry of Agreement Term.
- 7.7 In case, where the Agreement is terminated pursuant to Clause 7.2, the ITPO 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.
- 7.8 In the event of termination under Clause 7.1, the Successful Bidder undertakes to vacate the Designated Areas within thirty (30) days or as directed by the ITPO. The Successful Bidder shall remove all its materials, belongings, etc. from such locations at the Successful Bidder's own cost, failing which the ITPO 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 Successful Bidder (including cost of such removal).
- 7.9 Save and except as otherwise expressly provided herein, the ITPO shall not be liable to compensate the Successful Bidder in any manner whatsoever in the event of earlier termination for any reason whatsoever.
- 7.10 Upon the expiry of the period of the Agreement Term or earlier termination of the Agreement for any cause whatsoever, the Successful Bidder shall have no right, title, interest to use the said Premises. The ITPO shall have undisputed right to make use of the said Designated Areas at its discretion thereafter and also to grant Step Down Agreements and/or further rights of the Designated Areas to any third person or any other party(ies). It will be lawful for

the ITPO without notice to enter upon the Designated Areas after the revocation on termination/expiry of this Agreement.

- 7.11 Termination of this Agreement for any reason whatsoever shall not absolve the Successful Bidder from responsibilities, liabilities for damages and/or payments accrued prior to the Termination of this Agreement.
- 7.12 The F&B Outlets 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 ITPO. The ITPO shall have the discretion to undertake any advertising and promotional activity in the Premises.
- 7.13 No open space other than the Designated Areas can be occupied for any activity. The Successful Bidder 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 Successful Bidder shall use the service lift(s) and service staircase(s) for movement of the goods, consumables, furniture, equipments etc.
- 7.14 For violation of any terms & conditions of Agreement, the defaulter Successful Bidder will also be debarred for allotment of any F&B outlet in Bharat Mandapam 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 Successful Bidder will also be debarred for allotment of any F&B Outlet in Bharat Mandapam.
- 7.15 In case if for any reason whatsoever the Successful Bidder continues to occupy the Designated Areas beyond the expiry of Agreement, The Successful Bidder acknowledges unequivocal right of the ITPO to impose penalty@ 5 (five) times the Minimum License Fee Share plus applicable GST/Taxes (to be calculated on pro rata basis) 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 Consolidated Operating Revenue Share plus applicable GST/Taxes (to be calculated on pro rata basis) 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 Successful Bidder agrees that it is a reasonable estimate of the damage and the Successful Bidder agrees to pay the same without any protest/demur. Under no circumstances will the Successful Bidder be allowed to occupy the site after the fourteen days of default and the same would be taken over by the ITPO without any notice and in such a situation, the Successful Bidder 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 Successful Bidder. Any violation of this Agreement would disqualify the Successful Bidder from applying for all bids issued / to be issued in future by the ITPO for operation of F&B outlets.

- 7.16 In case if it comes to notice that information/documents furnished by the Successful Bidder along with the Proposal or after award of the contract are false fraudulent, incorrect, misleading or forged, the ITPO shall be entitled to terminate/revoke/cancel this Agreement with an immediate effect. In such case, the Successful Bidder will not be entitled to any refund of Consolidated Operating Revenue Share and the Performance Guarantee shall be liable to be forfeited in whole or in part.
- 7.17 For violation of any term & condition of the Agreement, the ITPO shall be entitled to cancel/terminate/revoke the Agreement. A few illustrative clauses in this regard are mentioned below. This list is, however, only indicative and not exhaustive.
- (a) For any failure to maintain cleanliness and hygienic conditions in and around F&B outlets or the quality of food and Beverages served being unsatisfactory 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 Designated Areas and for using unauthorized areas adjacent to the outlets.
  - (e) On any violation/non-compliance of terms & conditions and / or bid document/Award Letter.

- 7.18 The ITPO, at its sole discretion, shall have the right to terminate or revoke the Agreement in respect of the Designated Areas by giving a notice of 30 (thirty) days. In such a situation, ITPO shall release the Performance Bank Guarantee to the Successful Bidder, provided there are no outstanding dues, claims, or liabilities recoverable by ITPO from the Successful Bidder.
- 7.19 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 Successful Bidder of its intent to terminate the Agreement and grant 30 days to the Successful Bidder 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 Successful Bidder agrees and acknowledges that upon termination by Authority the Successful Bidder shall not be entitled for damages, reimbursement of any costs or compensation for anticipatory profits.

## **8. No Claim for Compensation, Concession, or Relief**

- 8.1 The Successful Bidder expressly agrees and acknowledges that ITPO shall not, under any circumstances, be held liable for any loss, damage, expense, claim, or disruption arising out of or in connection with the operation of the F&B restaurant(s), including but not limited to:
- **Breakage, theft, fire, leakage, accidents, or damage** to any property, equipment, goods, fittings, or installations owned, installed, or brought in by the Successful Bidder, its employees, vendors, or agents;
  - **Disruption of operations** due to VVIP movements, security restrictions, events, government orders, or directions issued by competent authorities in the public or administrative interest;
  - **Failure or interruption** in the supply of utilities or services such as electricity, water, air-conditioning, drainage, access control, or lifts, whether due to maintenance, repairs, or unforeseen events;



- **Loss of business, revenue, goodwill, investment, or anticipated profit** for any reason whatsoever, including lower-than-expected footfall or forced closures;
- **Injury, harm, or liability** arising from actions of the Successful Bidder's staff, customers, or third parties within the licensed premises.

The Successful Bidder further agrees that it shall **bear sole and full responsibility** for the safety, maintenance, insurance, and lawful operation of its business, and shall not be entitled to claim any **compensation, concession, extension, refund, damages, or waiver** from ITPO on any ground whatsoever.

## 9. Evaluation

### 9.1 Financial Evaluation

9.1.1 The bidders who meet the eligibility criteria, and their bids are found responsive, will qualify for the Financial Evaluation.

9.1.2 The bidders shall quote above the Minimum License fee fixed by ITPO in the format provided as a standard BOQ format with the tender document.

9.1.3 The Minimum License Fee is fixed as per the table below based on which the bidders shall bid.

S.No.	Location	Area (in sqm)	Minimum Annual License Fee (₹)
1.	Mezzanine Floor – Hall 4	540	1,58,00,000
2.	Mezzanine Floor – Hall 5	830	2,42,00,000

Note:- 10% increase every year compounded annually

- 9.1.4 The bidder quoting the highest Minimum Annual License fee will be declared the Successful Bidder.
- 9.1.5 A single bidder may submit bids for both designated F&B Fine Dining locations at Bharat Mandapam (Mezzanine Floors of Exhibition Halls 4 and 5). However, a bidder shall be eligible for allocation of **only one location**. In the event the same bidder emerges as the **highest financial bidder (H1)** for both locations, he shall be required to **select and retain only one location** and **surrender the other location**. The surrendered location shall then be offered to the next highest eligible bidder (H2), with an option to match the H1 bid.
- 9.1.6 The **next eligible bidder (H2)** for the surrendered location shall be given the opportunity to **match the H1 bid amount**. If the H2 bidder agrees to match the H1 financial offer, the location shall be awarded to them. If not, the opportunity shall be extended sequentially to the next highest eligible bidders, till any successful bidder matches the H1 Bid.
- 9.1.7 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.

## 10. Payment Schedule

- 10.1 The License Fee, along with applicable taxes, shall be paid in full by the Successful Bidder in advance on or before the 25th day of the month preceding the start of each financial quarter.
- 10.2 The financial quarters shall be defined as:
- **Q1:** April – June
  - **Q2:** July – September
  - **Q3:** October – December
  - **Q4:** January – March
- 10.3 The License Fee payable each quarter shall be as quoted by the Successful Bidder in the Financial Bid. This amount shall be subject to an annual escalation of 10%, effective from the first quarter of each financial year, and shall continue to apply till the end of the contract period.
- 10.4 The License Fee shall be paid in full for the upcoming quarter on or before the 25th of the preceding month. For example:
- For the **January–March quarter**, payment is due by **25th December**.
  - For the **April–June quarter**, payment is due by **25th March**, and so on.
- 10.5 The Interest at rate of 9% Compound interest per annum will be charged after due date i.e 15 days after issuing the invoice for delayed payment.

**Illustrative Example (for clarity only):**

The F&B Service Provider shall pay ITPO as per the table below for first year + 10% increase every year compounded annually. For example:

Year	Minimum Annual License Fee for the Year	
	Mezzanine Floor of Exhibition Hall 4 (Area: 540 Sqm)	Mezzanine Floor of Exhibition Hall 5 (Area: 830)
1	1,58,00,000	2,42,00,000
2	1,73,80,000	2,66,20,000
3	1,91,18,000	2,92,82,000
4	2,10,29,800	3,22,10,200
5	2,31,32,780	3,54,31,220

Minimum Guarantee excludes GST.

## **11. Grace Period for Commencement of Operations**

11.1 The Successful Bidder shall be granted a grace period of 3 (Three) months from the date of signing of the License Agreement for setting up and commencing operations of the F&B restaurant(s).

During this period:

- No License Fee shall be payable.
- The Successful Bidder shall ensure all necessary fitouts, staffing, equipment installation, and statutory approvals are completed to commence commercial operations.

11.2 The Full Quarterly License Fee will be paid by the Successful Bidder at the time of allotment letter. However, the First License Fee will become due after completion of grace period i.e three months.

11.3 The First License Fee shall become due from the first day of the Third month, irrespective of whether commercial operations have commenced, and shall follow the quarterly payment schedule as defined in payment schedule for the next quarter.

### **Illustrative Example:**

- The grace period will run from 1st January 2026 to 31st March 2026.
- The first License Fee will become due on 1st April 2026 for the April–June 2026 quarter.
- The second quarter payment (July–September 2026) will be due by 25th June 2026.
- Subsequent quarterly payments will follow the standard advance schedule.

## Annexure 1: Technical Proposal

### (I) Letter for Submission

We, [Bidder Name], hereby submit our Technical Proposal in response to the Request for Proposal (RFP) issued by India Trade Promotion Organisation (ITPO) for Selection of F&B Service Provider for setting up Fine-Dining Restaurants in Mezzanine Floors of Hall 4 & 5 at Bharat Mandapam Complex.

Enclosed herewith are documents required as per Document Checklist providing comprehensive details of our company's background, our track record in the Food and Beverage (F&B) industry, and our financial capabilities.

We hereby declare that all the information and statements made in this Technical Bid are true and accept that any misrepresentation contained in it may lead to our disqualification.

### (II) Document Checklist

S.No	Document Requirement	Eligible (Yes / No)	Document Attached	Pg. No
<b>1.</b>	<b>Firm Registration</b>			
1.1	Certificate of Incorporation			
1.2	Copy of PAN Card			
1.3	Copy of GST registration certificate			
<b>2.</b>	<b>Financial Eligibility:</b>			
2.1	Summarised Balance Sheets and Statements of Profit and Loss (Audited) and attested by Chartered Account for last 3 financial years. (FY 2022-23, FY 2023-24, FY 2024-25) (Annexure 2)			
2.2	Certificate of Solvency from Scheduled Bank to the minimum extent of Rs. 5 Crores. (Annexure 4)			
2.3	Positive Net Worth Certificate of at least INR 10 crore as on 31 March 2025.			

S.No	Document Requirement	Eligible (Yes / No)	Document Attached	Pg. No
<b>4.</b>	<b>Undertaking and Certifications</b>			
4.1	Undertaking of Not being blacklisted signed by an authorized signatory of the bidder (Annexure 11)			
4.2	Copy of valid FSSAI License / Related Credentials			
4.3	Copy of valid HACCP Certificate / related credentials			
4.4	Self-Certification in form of an Affidavit stating the number of Employees on their payroll as on 31 March 2025.			
4.5	Proposal on Pricing and Quality (Annexure 13)			
4.6	Proposal on Customer Service (Annexure 14)			
4.7	Authorization in Favor of Authorized Signatory (Annexure 15)			
<b>5.</b>	<b>Previous Experience</b>			
5.1	The bidder shall be operating minimum five (5) fine dining restaurants in India, on the date of submission of the bid.  (Provide details in Annexure 3 along with Valid FSSAI License for all 5 fine dining restaurants.)			
5.2	Copy of FSSAI license for 8 out of past 10 financial years (From Financial Year 2014-15 to 2024-25)			

Signature of Authorized Person: Name

Designation and Seal.....

Note: The following list of documents need to be mandatorily submitted by the Bidders as part of Technical Proposal. Non-submission of the documents may result in disqualification of the Bidder from the bidding process





## Annexure 2: Format for CA Certificate

### Format for CA Certificate indicating minimum average annual turnover

Amount in Rupees Crore \_\_\_\_\_.

Sr. No.	Particulars	FY 2022-23	FY 2023-2024	FY 2024-2025	Average of last 3 financial years
1.	Revenue from F&B				x

This is to certify that \_\_\_\_\_ (name of the bidder) has Annual Turnover as shown above against the respective/s financial year/s

Unique Document Identification Number (UDIN): \_\_\_\_\_

Signature \_\_\_\_\_

Name of the Statutory Auditor \_\_\_\_\_

Membership No \_\_\_\_\_

Designation \_\_\_\_\_

Name of the Audit Firm \_\_\_\_\_

FRN \_\_\_\_\_

(Seal of the firm)

DATE \_\_\_\_\_

Note:

1. The Bidder shall submit annual reports (financial statements: balance sheets, profit and loss account, segment revenue, notes to accounts etc. in support of the financial data duly certified by the statutory auditor/s. In case, company does not have statutory auditor/s, it shall be certified by the chartered accountant that ordinarily audits the annual financials of the company)

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

COMPANY SEAL

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

### Annexure 3: Format for listing Similar Work Experience

#### List of similar work experience as per Minimum Eligibility Criteria

This is to certify that \_\_\_\_\_ was operating least 5 fine dining restaurants on 31 of March 2025. We understand that proof of the same in terms FSSAI in name of bidder / >51% owned subsidiary company is attached.

Sr. No	Name of Restaurant	City	FSSAI License number	Validity of licence from date, to date
1.				
2.				
3.				
4.				

We hereby declare that all the information and statements made in this Technical Bid are true and accept that any misrepresentation contained in it may lead to our disqualification.

FOR BIDDER

Signature of Authorized Representative [In full and initials]:

Name of Bidder:

(Name and seal of the Bidder)

#### Details

\* **Food Court** / Restaurant

\* **Attach Shops and Establishment Certificate for each Restaurant.**

## **Annexure 4: Form of Bankers Certificate from Scheduled Bank**

This is to certify that to the best of our knowledge and information that M/s/Sh.

.....

.....

.....

.....hav  
ing marginally noted address, ..... Customer of our bank  
are/is respectable and can be treated as good for any engagement up to a limit  
of Rs..... Rupees). This certificate is issued  
without any guarantee or responsibility on the bank or any of the officers.

(Signature) For the Bank

NOTE:

(1) Bankers' certificates should be on letter head of the Bank, addressed to  
General. Manager (F&B), ITPO.

(2) In case of partnership firm, certificate should include names of all partners  
as recorded with the Bank.

## **Annexure 5: Financial Letter**

<Covering Letter (On Applicant's letter head)>

(Date and Reference)

To,

*Dear Sir,*

*Subject: Appointment of F&B Service Provider for setting up Fine-Dining Restaurants in Mezzanine Floors of Hall 4 & 5 at Bharat Mandapam, New Delhi*

*I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm for setting up Fine-Dining Restaurants in Mezzanine Floors of Hall 4 & 5 at Bharat Mandapam Convention Centre in New Delhi.*

*I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.*

*Yours faithfully,*

## Annexure 6: Financial Proposal

### FINANCIAL BID

Name of Work: \_\_\_\_\_

Name of F&B Service Provider: \_\_\_\_\_

S. N o.	Location	Area (in sqm)	Minimum License Fee (₹)	Quoted License Fee (₹)	Quoted License Fee (in Words)
1	Mezzanine Floor – Hall 4	540	1,58,00,000		
2	Mezzanine Floor – Hall 5	830	2,42,00,000		

Note:- 10% increase every year compounded annually

## **Annexure 7: Performance Bank Guarantee Amount & Form**

To,

India Trade Promotion Organisation,

Ministry of Commerce and Industry, Govt. of India

Bharat Mandapam, New Delhi

Pin – 110001

In consideration of the India Trade Promotion Organisation (herein called the “Authority”) having to enter into an Agreement with M/s..... (herein called the “F&B Service Provider”) as a follow up to the Letter of Award no..... dated..... Issued by the Authority for **“Selection of F&B Service Provider for Setting up Fine-Dining Restaurants in Mezzanine Floors of Hall 4 and 5 at Bharat Mandapam, New Delhi”** on production of Performance security in the form of Bank Guarantee for INR ..... (Rupees.....only), at the request of ..... Consultant, We, (Bank) do hereby undertake to pay the Authority an amount not exceeding INR..... (Rupees ..... Only) against any default or failure on the part of The F&B Service Provider to perform the contract in accordance with the terms & conditions or any breach of the said Agreement.

1. We, (Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Authority stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said F&B Service Provider or any of the terms conditions contained in the said timeframe or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR..... (Rupees only).
2. We, (Bank) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by The F&B Service Provider in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute

unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and The F&B Service Provider shall have no claim against us for making such payment.

3. We, (Bank) further agree that the Guarantee herein contained shall remain full force and effect till completion of project work to the complete satisfaction of the Authority in terms of conditions of contract and Letter of Award (LoA) and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We (Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said service providers and accordingly discharge this Guarantee after 90 days from the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Authority in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that same is enforced after the expiry of the said period or after the extended period as the case may be.
4. We, (Bank) further agree with the Authority that the Authority shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said F&B Service Provider from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said F&B Service Provider or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said F&B Service Provider or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.
5. It shall not be necessary for the Employer to proceed against The F&B Service Provider before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Authority may have obtained



or obtain from The F&B Service Provider at the time when proceedings are taken against the bank hereunder be outstanding unrealized.

6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR ..... (Rupees..... Only) and shall remain in force until ..... or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before the extended date ..... ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged even if there is a change in the constitution of the Bank or the Consultant.
8. We, (Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the ..... of..... 2025

For.....

(Indicate the name of bank)

Signature.....

Name of the Officer .....

(In Block Capitals)

Designation

Code No.....

Name of the bank and Branch(SEAL)

## Annexure 8: Letter of Award to Successful Bidder

<<Letter Head of Company>>

Subject: <Appointment of F&B Service Provider for Setting up Fine-Dining Restaurants in Mezzanine Floors of Hall 4 & 5>

Reference: Your Proposal Against Tender <No.> dated <dd/mm/yyyy>

Sir/Madam,

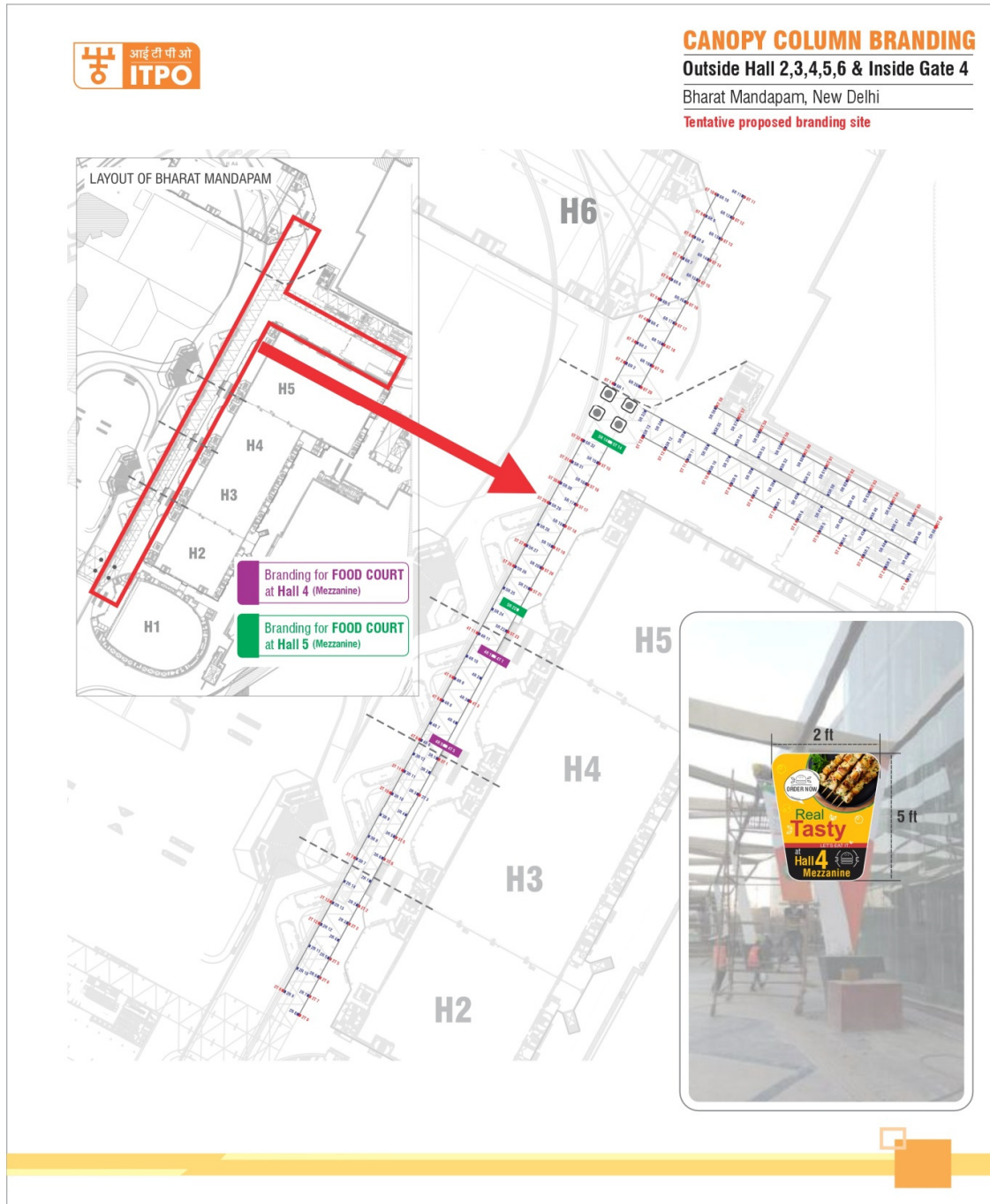
- I. Subsequent to the Submission of your bid against the reference cited above and having qualified in the selection of F&B Service Provider for the <Name of Project> , the approval of the competent authority is hereby conveyed through this LoA.
- II. The Letter of Award (LoA) is sent herewith in duplicate along with the copy of the Contract Agreement, You are requested to return one copy of the LoA duly accepted and signed by the Authorized signatory within 07 (seven) days of the issue of this LoA
- III. The Performance Security of Rs ..... (<Amount in Words>) to be submitted to ITPO at Address xxxx within 15 days of the issue of this LoA.
- IV. Furthermore, you shall execute the Contract Agreement confirming the acceptance to the Terms & Conditions of the RFP document.
- V. It may be further noted that until formal contract agreement is executed, this LoA will constitute a binding contract between <Name of F&B Service Provider> and ITPO.
- VI. The Scope of work, other terms and condition as covered in the tender document as well its subsequent amendments through Corrigendum also form part of this LoA.

Your Faithfully,  
<Signature of Officer>

<Name of Officer>  
<Designation>  
<Stamp & Seal>

LoA Accepted  
<Signature of Authorised  
Signatory>  
<Designation>  
<Name of Firm & Seal>  
<Name of Firm & Seal>

## Annexure 9: Branding Sites



## **Annexure 10: Parking Plan (For F&B Fine Dine at Mezzanine Hall 4 & 5)**

### EXIT/ENTRY Plan

ITPO will give convenient entry ,exit and parking for Vendors, Visitors visiting F & B points ,

- (i) Person coming from India Gate , ITO can enter from Under pass 6 on Bhairon road in Basement -1
- (ii) Person coming from Ring road , Noida can come to Basement - 1 thorough Bharat Mandapam Main tunnel .
- (iii) Mobile food supplier Zomato, Swiggy etc. can come directly to Basement-1 Parking.
- (iv) Entry Plaza in Basement-1 has facility of lift , Escalators , Ladders . It is located in a very short radius of Basement Parking .
- (v) Fine Dining restaurants are at immediate locations after coming out from Entry plaza .
- (vi) 100 Designated parking will be made available for fine dining restaurant visitors in Basement-1 on payment basis.
- (vii) Besides that, ITPO has enough Paid Parking space available .
- (viii) In case special function will be allowed from surface Gate 4 & 10, provided no parallel event is in ITPO premises .
- (ix) VVIP /VIP visit to restaurant can be allowed from Gate 6 .

## **Annexure 11: Letter of Undertaking for Blacklist**

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

[Date]\_\_\_\_\_

Subject: RFP for Selection of F&B Service Provider for Setting up Fine-Dining Restaurants in Mezzanine Floors of Hall 4 & 5.

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 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 Chapter 5 to the RFP. We undertake to execute the Service 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 Service 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 F&B 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 Service 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 F&B and Property Management under the Applicable Laws and undertake.

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 Service Agreement and thereby undertaking our obligations to undertake Food & Beverages Service Operations as provided in RFP and that may be approved and/or notified, in writing, by the Authority from time to time during the events at Bharat Mandapam, 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 Contract, 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 award 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) such other undertakings as are prescribed to be issued under and in accordance with the Service Agreement and/or the Letter of Intent to Award; (d) execute the Service Agreement upon completion of the conditions specified in the Letter of Intent to Award; (e) 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 :

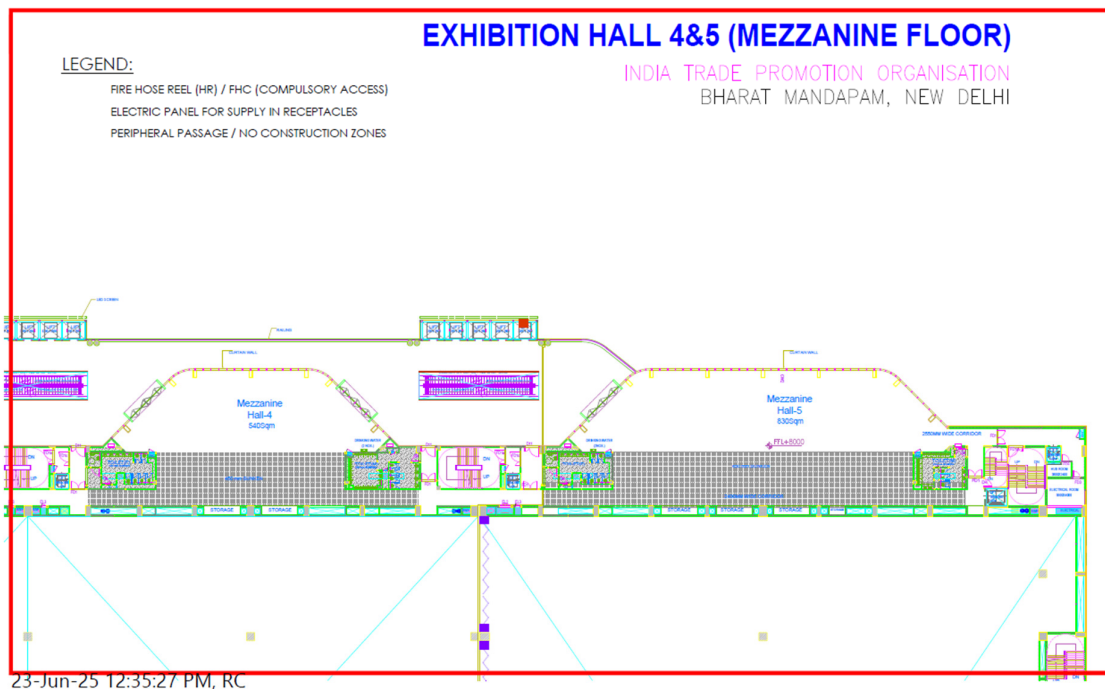
Tel no (Office):

Authorized Signatory

Name and Designation:

## Annexure 12: Designated Areas for Fine Dining

Areas	Sub-Areas	Size (sqm)
Mezzanine Floors of Exhibition Halls 4 & 5	Mezzanine Hall-4	540
	Mezzanine Hall-5	830
	<b>TOTAL (1)</b>	<b>1,370</b>



*Layout of Mezzanine Floors of Exhibition Hall 4 & 5.*



## **Annexure 13: Proposal 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]**

## **Annexure 14: Proposal On Customer Service**

- (1) We hereby accept and undertake that we shall engage/deploy staff suitably dressed & trained in fine dining restaurants 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 :

## **Annexure 15: Authorization in Favour 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 Bharat Mandapam, 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.

## Annexure 16: 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 violation 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	Upto Rs. 10000 for first violation Upto Rs. 25000 for second violation, Upto Rs. 50000 for third violation Upto Rs. 50000 for every violation post this
Cleaning standards	Upto Rs. 5000 for every violation
Food and beverage availability	Upto Rs. 5000 for every violation
Pricing as per Menu / Statutory requirement	Upto Rs. 10000 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 restaurant staff till the said issue has been resolved.

If the restaurant 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 17: Utilities Charges

### Charges for Various Services / Utilities

No.	Services / Utilities	Tariff(s)
<b>1.</b>	<b>NEW HALLS AND SURROUNDING AREA</b>	
	1. Permanent Allottees (Metered Consumers)	
	a. Electricity Consumption Charges	Rs.25.00 per KWH (unit) subject to a minimum of Rs.430.00 per KW per month of their connected load.
	b. Electricity Service Connection Charge	Rs.298.00 per KW (one-time).
<b>2</b>	<b>Water Charges</b>	
	a. Water consumption charges	Rs.324/- per kilo liter.
	b. Water connection charges	Rs.11,760/- per connection.
	c. Non- Meterised	Rs.9,400/- per Tap per month
<b>3</b>	<b>Piped Natural Gas (PNG) – wherever available</b>	As per actual consumption + VAT + 10% administrative charge.

#### 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.
- (3) 9% Compound interest per annum will be charged after due date i.e 15 days after issuing the invoice for delayed payment.