

THE FRAMEWORK:

- I. The application form and the following articles shall together define the legal framework for participation in the AAHAR - The International Food and Hospitality Fair, hereinafter referred to as the AAHAR / fair / exhibition / event, to be held from March 14-18, 2023, unless otherwise agreed by both the parties.
- II. By registering for participation in the exhibition, the participant/exhibitor acknowledges and accepts the following terms and conditions of participation.
- III. The prior written consent from ITPO shall be required for any exhibitor to assign the rights and obligations arising from or in connection with this document to a third party.

ARTICLE 1: INTRODUCTION

- 1.1 The 37th AAHAR - The International Food and Hospitality Fair - is a Business-to-Business (B2B) exhibition organised by India Trade Promotion Organisation (ITPO), to be held at Pragati Maidan, New Delhi from March 14-18, 2023.
- 1.2 The opening hours of the exhibition will be from 10.00 AM -6.00 PM every day.
- 1.3 The exhibitors and their staff should be present at their booths everyday up to 30 minutes before opening and after closing.
- 1.4 All details All details regarding online booking of space for private participants will be available on ITPO's websites, www.indiatradefair.com and www.indiatradefair.com/aahardelhi.

ARTICLE 2: ELIGIBILITY

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

ARTICLE 3: ALLOCATION OF BOOTHS

- 3.1 The minimum booth size to be considered for offline allotment of space to eligible companies as per qualifying criteria mentioned in Article 3.2 will be 72 sq.mtr for food and beverages sector (including all sub categories of food and processed foods, beverages, dairy, marine and aqua products, agri-produce, etc.), and for rest as 72 sqm. In the event of competing requests for the same booth by more than one company, the one which deposits the participation charges in full shall get the allotment.
- 3.2 The sole qualifying criteria for offline allocation of space to domestic companies will be the annual turnover of a minimum of Rs.50.00 Crores during any one of the previous five financial years, i.e. 2021-22, 2020-21, 2019-20, 2018-19 or 2017-18.
- 3.3 Allocation of booths to foreign and government participants will be entirely offline.
- 3.4 For companies not falling under the criteria mentioned in Article 3.2 and 3.3, the allocation of

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booths/stalls to private domestic exhibitors will be made as per the booth selection made by them through the online space booking portal, subject to fulfilment of the eligibility as per Article 2, strictly on a first come, first served basis, only on receipt of full payment including interest-free refundable security equivalent to Tax Deduction at Source (TDS), if any, and submission of all required documents to the satisfaction of ITPO. An exhibitor shall be able to book only one booth using the unique ID created on ITPO's booking portal.

- 3.5 ITPO reserves the right to reorganize the location/sizes of booths without any right of compensation to the exhibitor(s) on account of the reorganization, even after the final allocation.
- 3.6 In case of a decrease or increase in size of the booth, due to the aforesaid reorganization, the difference in cost will be refunded by ITPO or deposited by the exhibitor, respectively.
- 3.7 The change in location or size of booth does not confer the right of compensation of any sort on the exhibitor. However, the exhibitor may opt not to participate, in which case the participation charges paid to ITPO shall be refunded after the exhibition, as per refund policy mentioned in Article 8.
- 3.8 A company may choose to participate in multiple product categories with more than one stall in each category, subject to a maximum of four stalls per company across product/display categories.
- 3.9 Conversion of Shell type stall to Bare type at any stage will not lead to refund of the difference in charges. Additionally, such cases will require approval of layout by the Architecture Division of ITPO.

ARTICLE 4: CHARGES FOR PARTICIPATION

4.1 The rentals / charges for participation in the exhibition for domestic and foreign exhibitors are as indicated in the following table.

Description	Domestic Participants (Amount in INR excluding GST)		Foreign Participants (Amount in USD excluding GST)		Special Rentals with 15% Discount for exhibitors from ATPF Member Countries	
	Ground Floor (New Halls & Old Halls)	First Floor (New Halls)	Ground Floor (New Halls & Old Halls)	First Floor (New Halls)	Ground Floor	First Floor
Note: Electricity @ 1 KW per 12 sqm included in Space Rentals						
Hall (AC)– Shell Scheme (Min 12 sqm)	12,100	11,200	380	350	320	300
Hall (AC) – Bare Space (Min 36 sqm)	11,800	10,800	350	320	300	270
Hangar (AC) – Shell Scheme (Min 12 sqm)	10,600	NA	320	NA	NA	NA
Hangar (AC) – Bare Space (Min 36 sqm)	10,400	NA	300	NA	NA	NA
Open Paved Area With Canopy (Non-AC) under shell scheme (Min 18 sqm)	10,000	NA	-	NA	NA	NA
Open Paved Area (Bare) (Min 36 sqm)	9,600	NA	240 (minimum bookable space 40 sqm)	NA	NA	NA

Preferred location Premium Charges:

- i. 12% premium on the above rentals for 2-side open booth
- ii. 15% premium on the above rentals for 3-side open booth
- iii. 18 % premium on the above rentals for 4-side open booth i.e. as island booth
- iv. Applicable GST will be charged extra.

- v. No premium charges for Govt. participation
- vi. No premium charges for booth size more than and equal to 80 sqm.
- vii. Transaction/bank charges, if any, shall be borne by participants.

ARTICLE 5: DISPLAY RULES

- 5.1 Only products listed in the online application along with images uploaded therein will be displayed in the booth. ITPO reserves the right to remove the exhibits that do not comply with or deviate from the notified product categories. Exhibits will also be removed if it is found that third-party intellectual property rights (IPR) / copyrights are being violated. ITPO shall forbid such defaulting exhibitors from the current or/and future events.
- 5.2 Exhibits shall be displayed inside the booths only in such a way that it does not interfere with the neighbouring booths whether visually or acoustically.
- 5.3 ITPO will carry out several checks during the exhibitions to verify that the displayed products are strictly as per the application form filled by the exhibitor and duly approved by ITPO.
- 5.4 AAHAR is a B2B exhibition and the spot sale of exhibits is strictly prohibited during the exhibition. Sale of products during the exhibition will lead to immediate closure of the booth by ITPO.
- 5.5 Exhibitors displaying food and beverages and conducting sampling within their booths are required to mandatorily comply with the following: -
- a) Prevailing national and local municipal directives.
 - b) Guidelines of relevant statutory/regulatory bodies.
 - c) Obtain any licenses/permissions/clearances from the relevant health authorities.
 - d) Maintain cleanliness and hygiene at all times.
- 5.6 Non-compliance on Article 5.3, Article 5.4 and Article 5.5 will lead ITPO to proceed with immediate closure of the booth without the obligation of prior notice. ITPO shall forfeit all sums paid by such defaulting exhibitors and debar them from future editions of the exhibitions organized by ITPO.
- 5.7 Subletting of space is strictly prohibited. ITPO shall have the right to close the stall and impose penalty and/or blacklist the company, as may be deemed appropriate by the competent authority, if the allotted stall has been sublet to another party or any unauthorized personnel present in the stall.
- 5.8 No exhibitor will act in a way which causes problem to the fellow exhibitors. Usage of loudspeaker by any exhibitor inside hall is not allowed.
- 5.9 If it is found at any stage that the information provided by the exhibitor in the online registration forms, etc. are incorrect, ITPO shall forfeit all charges paid by such an exhibitor and close the booth. ITPO shall reserve the right to verify the relevant identification / company documents at any time. ITPO shall reserve the right to allot the booth to other participants.
- 5.10 No changes will be acceptable from the approved layout plan. Exhibitors will have to strictly abide by these norms of ITPO. If deviation found, the stall can be sealed and the security deposit will be forfeited. The exhibitor would be allowed to remove their exhibits only after the close of the event and ITPO will have no responsibility of loss of items in the stall.
- 5.11 Changing the attributes of the allotted stall, for instance- Number of open sides, removal/addition of partition walls/panels etc. is strictly prohibited and may lead to closure of the stall.
- 5.12 If any exhibitor vacates the booth before the closure of the event, ITPO shall reserve the right to re-allot the vacated booth to other participant on proportional rate basis. The vacating exhibitor shall neither be entitled to claim back the booth once vacated nor be eligible for any refund.
- 5.13 The above steps will be adopted to preserve the trust of visitors/buyers and the reputation of the exhibition.

- 5.14 **Prohibited Items:** The following items are strictly prohibited inside the Pragati Maidan:-
- a. Match box, cigarette, lighter, gas lighter, arms and ammunition, sword or knife.
 - b. Candles, incense sticks, hurricane lamp, stove, welding machine or iron cutter emitting sparks,
 - c. Items banned under Wild Life Protection Act are prohibited for display/sale in the premises of Pragati Maidan. They are:-
 - i. Plant products/ derivatives as indicated in Schedule VI of Wildlife (Protection) Act, 1972.
 - ii. Molluscan shells/ derivatives/ handicraft items as included in Schedule 1 & IV of Wildlife (Protection) Act, 1972.
 - iii. Coelenterates as included in Schedule 1 of wildlife (Protection) Act, 1972.
 - iv. Fishes as included in Schedule 1 of Wildlife (Protection) Act, 1972.
 - v. Any wild animal & its derivatives etc.
 - d. Selling/ display/ sampling of alcoholic beverages/wine/liquor/hard drinks are prohibited without the prior approval of the authorities concerned.
 - e. No gas cylinder will be allowed for filling up of balloons or demonstration of any product unless proper certification has been obtained from the controller of explosive and proper permission is taken from DCP (Central Distt.), Delhi Police.
- 5.15 Exhibitors are required to follow the Fire Prevention guidelines of the concerned authorities and Architectural Guidelines of ITPO. The details of the same may be referred in the exhibitor manual.
- 5.16 No exhibitor will be allowed to put his material beyond the limit of his stall.
- 5.17 No exhibitor will block the passages inside the halls. No exhibitor is allowed dumping of garbage in and around the stalls is not allowed.
- 5.18 No material/cargo be transported by glass lifts.

ARTICLE 6: CONSTRUCTION & DISMANTLING

6.1 Possession of stalls will be given only after receipt of participation charges (including space rent, power and other services, etc.) in full. This will be applicable to participants of all categories.

6.2 Booths will be available to exhibitors in Shell Scheme (Built-up) and Bare Scheme.

a) **Shell Scheme (Minimum size 12 sqm):** Built-up booth constructed with prefab system and furnished with standard amenities, an indicative list of which is as follows:

✓ General Cleaning	✓ Three chairs	✓ One Counter	✓ One power point
✓ Five spotlights	✓ One Trash bin	✓ Fitted carpet	

Note: Exhibitors who book the stall under shell scheme, irrespective of the size, shall not be considered for refund in case the stall is converted to a bare stall. However, such conversions will be subject to prior approval of the proposed stall design / layout by ITPO's Architecture Division through the online portal.

b) **Bare Scheme:** Exhibitors may build their own booths provided the minimum area booked by them is 36 sqm, subject to the approval of the booth design and plan by ITPO's Architecture Division. Bare space participants will be given possession letters only after submitting the written approval of the Architecture Division of ITPO.

6.3 (a) Possession of **bare space** by domestic and foreign participants will commence as under:

Halls	Tenancy Start Date
2,3,4,5,14 (Ground Floors)	March 9, 2023
7,8,9,10,11,12 & 12A, Hangars & open area	March 9, 2023
2,3,4,5,14 (First Floor)	March 8, 2023

(b) Possession of **Shell Space** by domestic and foreign participants will be given possession at 10.00 AM on **March 12, 2023**.

6.4 The booth construction shall be completed by exhibitors who opt for bare space by 10:00

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pm on March 12, 2023, after which no construction activity shall be permitted.

- 6.5 The display arrangement of the stall shall be completed by all exhibitors by 6:00 PM on March 13, 2023.
- 6.6 The gates of halls will be closed at 7.00 PM on March 13, 2023 and the participants will not be allowed in the halls thereafter.
- 6.7 The exhibitors will be required to remove their exhibits and dismantled booths from the venue overnight, from 7 PM on March 18, 2023 till 10:00 AM on March 19, 2023.
- 6.8 Conversion of Shell type stall to Bare type at any stage will not lead to refund of the difference in charges. Additionally, such cases will require approval of layout by the Architecture Division of ITPO.
- 6.9 The booth construction should be ready by the cut of date and time mentioned. In case of non-compliance, the stall will be cancelled and the company shall vacate the site at its own cost and risk. No refund will be entertained.
- 6.10 Any violation/deviation/non-compliance may attract penalty as deemed fit by Competent Authority including pre-closure of the stall/booth and forfeiture of Security Deposit.

ARTICLE 7: PAYMENT TERMS

- 7.1 Participation charges shall be remitted by domestic private participants, in full, at the time of space booking through the payment gateway of the booking portal using Internet Banking / Credit Card / Debit Card/UPI only. NEFT/RTGS facility is not available for making payments. List of Banks will be uploaded on website separately.
- a. The participant shall ensure in his own interest that the transaction limit of credit/debit card is suitably enhanced to take care of the value of transaction expected to be done at the time of space booking.
 - b. Similarly, in case of payment of participation charges through Internet Banking, the exhibitor will ensure well in advance that the transaction limit is kept sufficiently high to take care of the booking amount. Further, in case of corporate Internet Banking, where there is a maker and checker system, the system should be able to complete the transaction within the stipulated time limit provided to complete the transaction after landing on the payment page.
 - c. The participants should use their own bank account, Net Banking, Debit Card/Credit Card for remitting amount to ITPO.
 - d. No other payment method is acceptable.
 - e. Regarding booking through payment gateway, all the charges related to payment for booking shall be borne by the applicant.
- 7.2 In case Tax Deduction at Source (TDS) is made from the participation charges, an interest-free refundable security deposit equivalent to the amount of TDS will be charged at the time of payment. The security deposit will be refunded on receipt of TDS certificate in ITPO. If the participant fails to submit the TDS Certificate (Form 16A) by the due date (i.e. normal due date for filing related TDS return), the security amount will be forfeited and adjusted against the recoverable amount. This is not applicable for foreign participants.
- 7.3 As GST TDS is not applicable in the case of ITPO, the participants should not deduct any GST TDS while making payment to ITPO.
- 7.4 The remittance of participation charges for Individual / Group / Bulk Foreign participation shall be made to the bank account of ITPO through wire transfer to the bank account of ITPO (please see the annexure for bank account details) as per the Proforma Invoice issued to the lead agency organising the participation.
- 7.5 The following may be noted regarding remittances made by foreign participants:
- a. All processing and bank charges shall be borne by the participants.
 - b. No "charge-back" shall be allowed in case of payments made through debit or credit card.
 - c. Bank charge, if any, shall be borne by the participants.

- 7.6 All services, such as Power Load, Water Connection, Branding Sites, Sponsorship (Lanyards, exhibitor Badges etc.) Advertisement space in Fair Directory/Fair Guide, Additional Exhibitor Badges, Additional Passes, Conversion of Shell Booths to Bare Space and vice-versa), Parking Labels, Entry/ Exit Permits, etc. are to be pre-booked by the prescribed date as per exhibitor manual. If pre-booking of services is not done by the prescribed date, a surcharge of 30% over and above the usual charges will be levied.
- 7.7 GSTIN (GST registration no.) provided at the time of registration for an exhibition will not be changed under any circumstances for that exhibition.
- 7.8 In case of Indian entities unregistered under GST, a "Declaration cum Undertaking" needs to be provided compulsorily at the time of registration.
- 7.9 Before issue of approval letter, settlement of old outstanding dues must be cleared.

ARTICLE 8: CANCELLATION AND REFUND

8.1 Full refund is allowed in the following scenarios:

- a. There is a change in venue or dates of the exhibitions due to which an exhibitor is unable to participate.
- b. No allotment is made by ITPO even after the booth approval is made as per Article 3 above.
- c. The scenario mentioned in Article 3.6.

8.2 Partial Refund of space rent / participation charges, on account of cancellation by the applicant, who had paid the participation charges in full, will be made as per the following guidelines:

Cancellation Received	Refund Allowed
On/after February 21, 2023	Zero, irrespective of whether final allotment made or not.
From February 6 - February 20, 2023	25%, irrespective of whether final allotment made or not.
On / Before February 5, 2023	50%, irrespective of whether final allotment made or not.

The above shall be applicable even if the cancelled booth is allotted to some other exhibitor.

- 8.3 All refunds shall be processed after the completion of the exhibition and may take up to three months' time subject to the receipt of required TDS certificates, Bank detail, correct PAN/GST or any other information/documents w.r.t. the refund.
- 8.4 Refunds shall be processed on receipt of TDS Certificates in case of security deposit and no refund will be made after the due date (as specified in Clause 7.2) on non receipt of TDS Certificate.
- 8.5 In case any participant needs to cancel its allotted stall, they are requested to follow below mentioned procedure-
- a. For stalls booked through online booking portal of ITPO, a stall cancellation request need to be raised in the online portal.
 - b. For Offline allocation cases of stalls, an email need to be sent to the respective category Manager clearly mentioning about the stall details and cancellation request.

ARTICLE 9: INSURANCE & EXCLUSION OF LIABILITY

- 9.1 Participants will insure their exhibits, display material, stand fixtures, personnel and other property against damage arising out of risks, such as fire, theft etc.
- 9.2 Exhibitors are advised to insure against claims arising out of body injury and/or property damage in the form of public liability insurance.
- 9.3 Exhibitors are required to indemnify ITPO against any damage to exhibition hall, structure or property caused by exhibitor, its staff or by agents acting on the behalf of the exhibitor.

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

ARTICLE 10: ARBITRATION

In case of any dispute, both the parties shall make all efforts to resolve by way of conciliation process. In the event any doubt, dispute or difference arising out of or in relation to the Contract / Terms and Conditions (except as to matters, the decision to which is specifically provided under this contract) remains unresolved, both the parties to the Contract will mutually appoint a Sole Arbitrator, in accordance with the Arbitration and Conciliation Act, 1996. The provisions of Arbitration & Conciliation Act, 1996 (as amended from time to time) shall apply to both the parties. The fee payable to the Arbitrator shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English. The venue of the arbitration proceedings shall be the Office of ITPO, i.e. Pragati Maidan, New Delhi.

ARTICLE 11: JURISDICTION

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

ARTICLE 12: FORCE MAJEURE

If at any time, 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 effected 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.

ARTICLE 13: INDEMNITY

Exhibitor 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 item during the subsistence of the Contract and subsequent thereto relating to the period of Contract, arising out of a breach by the Exhibitor and/or, his Contractor/sub-contractor, Agent/sub-agents, employees, etc. of any of its obligations under the Contract.

ARTICLE 14: 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 Exhibitor and/or his Contractors/sub-contractors/Agents/sub-agents/employees etc., the Exhibitor 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.

Exhibitor 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 him and/or his Contractors/Agents/sub-agents/sub-contractors/employees etc. ITPO shall take necessary legal and other remedial actions, as deemed fit, for such violations.

ARTICLE 15: COMPLIANCE WITH LAWS

It shall be the sole responsibility of the Exhibitor to comply with/observe all applicable laws, rules, regulations, orders, directives and guidelines of any Government/Statutory Authority/Regulatory body and also obtain/hold licenses/permissions/clearances required by it for participation in the Fair/Exhibition/Event.

ARTICLE 16: COVID-APPROPRIATE BEHAVIOUR

- a. All stakeholders shall strictly adhere to the Covid-19 related protocol and guidelines issued by the central and state government agencies from time-to-time. It is imperative for the safety of all to behave responsibly and observe Covid-appropriate behaviour.

ARTICLE 17: OTHERS

- a. The general rules / guidelines for exhibitors contained in the factsheet and the exhibitor manual available on ITPO's website <https://indiatradefair.com/> and <https://indiatradefair.com/aahardelhi/> are also in force and complement the provisions of this document.
- b. The Online Portal Guide needs to be read and understood along with this document.

Annexure

BANK DETAILS FOR FOREIGN PARTICIPANTS

		EURO Nostro Details for Routing of MT103	USD Nostro Details for Routing of MT103
Our Correspondent Bank	Name of Bank	SBI FRANKFURT	SBI, NEW YORK
	Address	Mainzer Landstrasse 61, D-60329, Frankfurt am Main, P.O. Box 111753, D-60052, Frankfurt (Germany)	
	SWIFT CODE	SBINDEFF	SBINUS33
For Credit to	SBI, CAG Nostro A/c No.	52607101120001	77600125220002
	Bank Name	State Bank of India, CAG Branch	
	Address	State Bank of India, 4 th & 5 th Floor, Red Fort Capital Parasvanath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi – 110001	
	SWIFT Code of SBI, CAG Branch	SBININBB824	
For Payment to	Beneficiary A/c#	11084241415	
	Beneficiary Name	INDIA TRADE PROMOTION ORGANISATION	