



INDIA TRADE PROMOTION ORGANISATION (ITPO)

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

QCBS REQUEST FOR PROPOSAL

for

**Selection of Concessionaire for operationalizing the earmarked spaces for
Merchandise Sale in India Pavilion – Bharat at Expo 2025, Osaka (Japan)**

RFP No. 1 – ITPO / Expo2025 / 2025

27 March 2025

(Bharat Mandapam, New Delhi-110001)

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

Table of Contents

Disclaimer	3
1. Data Sheet.....	4
2. Letter of Invitation & Background	6
2.1 Invitation.....	6
2.2 Background	6
3. Instruction to Bidders.....	7
3.1 Definitions.....	7
3.2 Introduction.....	9
3.3 Clarification and amendment of RFP Documents.....	10
3.4 Earnest Money Deposit and Performance Guarantee	10
3.5 Preparation of Proposal	11
3.6 Proposal Submission:.....	13
3.7 Proposal Evaluation	14
3.8 Letter of Award and Agreement.....	15
3.9 Confidentiality	16
3.10 Corrupt and Fraudulent Practices	16
3.11 Pre-Bid Meeting.....	18
3.12 Miscellaneous	19
4. Scope of Work	21
4.1 Space for Merchandising Sales in India Pavilion – Bharat:.....	21
4.2 Proposed Merchandise sales Activities for Pavilion of India and their details:	25
5. Eligibility Criteria	26
5.1 Bidder’s Legal Status	27
6. Evaluation Criteria.....	28
7. General and Special Terms.....	31
7.1 Expo Guidelines for Merchandise Activities:.....	31

7.2	General Terms Related to Merchandising Sales Activities in Expo 2025: ...	31
7.3	Special Terms Related to Merchandise sales Activities In Pavilion of India:	33
	Annexure 1: Proposed Tentative Site Layout and Merchandise Spaces	36
	Annexure 2: Draft Agreement	38
	Annexure 3: Letter of Award to Successful Bidder	39
	Annexure 4: Financial Letter.....	40
	Annexure 5: Financial Proposal	41
	Annexure 6: Performance Guarantee Form	42
	Annexure 7: Check List of Documents	45
	Annexure 8: Illustration of the Commercial Activity Revenue Payments procedure currently prescribed by the Expo Authority	48
	Annexure 9: Certificate of Solvency.....	50

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 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. This Bid document is neither an agreement nor an offer by ITPO to the 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 and 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 at any time or stage, without notice or liability, and to reject any or all Bid(s) without assigning any reasons whatsoever.
7. The terms “Rupees” or “Rs” or “INR” hereinafter refer to the Indian rupee (symbol: ₹), the official currency of India. The terms “Yen” or “JPY” hereinafter refer to the Japanese Yen (symbol: ¥), the official currency of Japan.

1. Data Sheet

S.No.	Description	Detail
1.	Name of Work	Selection of Concessionaire for operationalizing the earmarked spaces for Merchandise Sale in India Pavilion – Bharat at Expo 2025, Osaka (Japan)
2.	Tender Fee	INR 5,900/- inclusive of all taxes
3.	Earnest Money	INR 50,000/- (Rupees Five Lakhs Only) Bank charges related to deposition, return or any payment settlement shall be borne by the Bidder/Allottee.
4.	Performance Guarantee	INR 5,00,000/- (Rupees Five Lakhs Only) inclusive of all applicable taxes
5.	Accepting Authority	Chairman and Managing Director, ITPO, Bharat Mandapam, New Delhi
6.	Bid Validity Period	90 days from the date of opening of the bid.
7.	ITPO Bank Details:	
	Name of the Beneficiary	INDIA TRADE PROMOTION ORGANISATION
	Name of the Bank	CENTRAL BANK OF INDIA
	Bank Address	PRAGATI MAIDAN, NEW DELHI-110001
	Account No.	1167404133
	Type of Account	SAVINGS
	IFSC	CBIN0284078
8.	Method of Selection	Bidders must meet all Eligibility Criteria to qualify. The Bidder scoring the highest combined Technical and Financial Scores (Combined Score) as H1 based on the Composite Bid Evaluation Methodology would be selected.
9.	Queries and Clarification	The bidder shall submit queries for clarifications latest by 6 PM (IST) on 31 March 2025 , through email to pushpam1701@itpo.gov.in and

S.No.	Description	Detail
		saurabhsharma@itpo.gov.in The Bidders should keep visiting https://indiatradefair.com/ for latest information.
10.	Submission Details	Start date: 27 March 2025 End date/time: 02 April 2025 at 02.00 PM (IST)
11.	Technical Bid Opening	02 April 2025 at 03.00 PM (IST)
12.	Technical Presentation by the Bidders qualifying the Eligibility Criteria	04 April 2025 May be joined physically at ITPO office, Bharat Mandapam, New Delhi or through VC.
13.	Acceptance of LoA	Need to be deposited within 3 days of issuance of LoA
14.	Performance Guarantee	Need to be deposited within 3 days of issuance of LoA
17.	Allottee would be given the possession of the allotted space for Merchandise Sale Activities in India Pavilion	By 07 April 2025, OR after execution of agreement by the selected Bidder, whichever is later.
19.	Allottee to ensure removal of installations done/ provided	After 16 October 2025 and latest by 31 October 2025

2. Letter of Invitation & Background

2.1 Invitation

India Trade Promotion Organization (ITPO) has been entrusted with the task of setting up the India Pavilion – Bharat at Expo 2025 (13 April to 13 October 2025), Osaka (Japan) on behalf of the Government of India. The Plot A23 of 1750 sqm area has been allotted for setting up of Pavilion of India, that would have a Type-X structure of 900 sqm built-up area (BUA) and few minor other developments. ITPO is inviting bids for selection of concessionaire for operationalising the earmarked spaces for Merchandise Sale Activities in India Pavilion – Bharat at Expo 2025, Osaka (Japan) for duration from 13 April 2025 to 13 October 2025.

2.2 Background

- 2.2.1 India Trade Promotion Organization (ITPO) is the nodal agency of India for promoting trade under the aegis of Department of Commerce, Government of India. To meet its objectives, ITPO organizes trade fairs, exhibitions and conventions in India and abroad including specialized trade fairs, India Shows, Buyer Seller Meets, Market Surveys, etc. ITPO organizes and participates in trade fairs and exhibitions at various locations throughout the world.
- 2.2.2 World Expo (or simply the Expo) is a global gathering of nations dedicated to finding solutions to pressing challenges of our time by offering a journey inside a universal theme through engaging and immersive activities. World Expos welcome tens of millions of visitors, allow countries to build extraordinary pavilions and transform the host city for years to come. They are large-scale platforms for education and progress that serve as a bridge between governments, companies, international organizations, and citizens.
- 2.2.3 World Expos are organized every five years. The last World Expo took place in Dubai (UAE) between 1 October 2021 and 31 March 2022. Expo 2025 is scheduled to be held from 13 April 2025 to 13 October 2025 at Osaka (Japan). The Expo site is in Yumeshima, an artificial island located on the waterfront in Osaka that offers visitors a view of the Seto Inland Sea. The theme, "Designing Future Society for Our Lives", makes individuals think how they want to live and how they can maximize their potential. With an area of 1.55 sq km, the venue will have a pavilion area in its centre, with waters in its southern part and greenery in its western part.
- 2.2.4 Expo 2025 is expected to be held in 155 hectares and is expected to have participation from 161 countries/regions and 9 international organizations.

The Osaka-Kobe-Kyoto (Keihanshin metropolitan region) has a population of more than 19 million people, and the Expo 2025 is expected to be visited by about 28 million visitors.

- 2.2.5 Customs and consumption tax-related Japanese laws and regulations will apply to all goods imported for sales at the Expo (refer Guidelines for Customs Procedures).

3. Instruction to Bidders

3.1 Definitions

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

- 3.1 “Authority” shall mean Competent Authority.
- 3.2 “Annexure” referred to in the Tender document shall mean the relevant annexure appended to the Tender Document and the Contract.
- 3.3 “Approved” shall mean approved by ITPO in writing including subsequent confirmation of previous approval(s).
- 3.4 “Bidder / Bidding entity” shall mean the Bidder who submits the tender for providing goods and services for operationalising the earmarked spaces for Merchandise Sale Activities in India Pavilion – Bharat in Osaka and shall include the successors and authorized / permitted assignees of the Bidder.
- 3.5 “Commencement Date” shall mean the date from which the Successful Bidder receives the notice to commence the Services.
- 3.6 “Competent Authority” shall mean the Chairman and Managing Director (CMD), ITPO.
- 3.7 “Competent Officer” shall mean an officer authorized by the CMD, ITPO.
- 3.8 “Earnest Money Deposit (EMD)” shall mean the amount submitted by a Bidder to ITPO for participating in the Bidding Process.
- 3.9 “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.

- 3.10 “ITPO” shall mean “India Trade Promotion Organisation”
- 3.11 **International Trade Fair** shall mean a commercial exhibition or event where companies representing twenty or more different countries gather to display and promote their products, services, or technologies.
- 3.12 “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.
- 3.13 “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.
- 3.14 “Prescribed” shall mean as prescribed in the Tender Document.
- 3.15 “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.
- 3.16 “Successful Bidder” means the entity that has been selected to carry out the works mentioned in Chapter 6 Scope of Work of this RFP after a competitive bidding process.
- 3.17 “Expo” or “Expo 2025” hereinafter means the World Expo 2025 being held in Osaka, Japan during from 13 April 2025 to 13 October 2025.
- 3.18 “Merchandise Sale Activities” hereinafter include services of design, procure, and manage the sale of merchandise items that reflect the themes of the India Pavilion in the earmarked spaces as per the prescribed guidelines of the Expo Authority/ Expo 2025 Organizer.
- 3.19 “Allottee” hereinafter means and refers to the Merchandise Sale concessionaire that has been selected and allotted the space for Merchandise Sale Activities, including the successors or authorized representatives.
- 3.20 “India Pavilion – Bharat” or “India Pavilion” or “Pavilion of India” hereinafter means the National Pavilion of India at Expo 2025.

- 3.21 “Site” hereinafter means plot of the India Pavilion – Bharat at Expo 2025.
- 3.22 “Organizer” hereinafter means all the monitoring authorities of the Expo 2025 including Japan Association for the 2025 World Exposition, Bureau International des Expositions (BIE) and Statutory Authorities concerned with Commercial Activities within National Pavilions.
- 3.23 “Official Participant” hereinafter means the foreign governments and international organisations that have accepted the formal invitation from the Government of Japan to participate in the Expo 2025.

3.2 Introduction

- 3.2.1 ITPO is inviting bids for selection of concessionaire for operationalizing the earmarked spaces for Merchandise Sale Activities in India Pavilion – Bharat at Expo 2025, Osaka (Japan) for duration from 13 April 2025 to 13 October 2025.
- 3.2.2 The tender documents would be available on ITPO website (www.indiatradefair.com) and it may be downloaded as per the schedule given in DATA SHEET. The Bidders shall not modify the Tender Form, including downloaded price bid template, in any manner. In case the same is found to be tampered/ modified in any manner, tender will be completely rejected and EMD would be forfeited, and Bidder is liable to be banned from doing business with ITPO. Intending Bidders are advised to re-visit ITPO website www.indiatradefair.com regularly for updates about the RFP and its process.
- 3.2.3 The bidders shall submit the Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith.
- 3.2.4 Acknowledgement by the Bidder:
It shall be deemed that by submitting the Proposal, the Bidder has:
- a) made a complete and careful examination of the RFP.
 - b) received all relevant information requested from the Authority by the bidder.
 - c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority.
 - d) satisfied itself about all matters, things, and information, including matters herein above, necessary and required for submitting the proposal and performance of all its obligations thereunder.
 - e) acknowledged that it does not have a Conflict of Interest; and

- f) agreed to be bound by the undertaking provided by it as per prescribed format and in terms thereof.

3.2.5 Number of Proposals: No bidder shall submit more than one Proposal.

3.2.6 Cost of preparing the Proposal: Bidder shall bear all costs associated with the preparation and submission of their Proposal, and their participation in the Selection Process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Authority, or any other costs incurred in connection with or relating to its Proposal. The Authority is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to issue of LOA, without thereby incurring any liability to the bidder.

3.3 Clarification and amendment of RFP Documents

3.3.1 The bidder may seek clarification on this RFP Document, before the date as provided in the DATA SHEET of the RFP. Any request for clarification must be sent by standard electronic means (PDF and/or word file) via the means provided in the DATA SHEET.

3.3.2 At any time before the submission of Proposals, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Documents by an amendment. To afford the bidder a reasonable time for taking an amendment into account, or for any other reason, the Authority may at its discretion extend the Proposed Due Date.

3.3.3 Date of Pre-Bid Meeting and mode is mentioned in the DATA SHEET. The conduct of Pre-Bid Meeting shall be followed in accordance with the provisions of the DATA SHEET of the RFP.

3.4 Earnest Money Deposit and Performance Guarantee

3.4.1 An Earnest Money Deposit (“EMD”) should be in the form of bank transfer from any of the scheduled commercial bank and should be valid for a period of 90 days beyond the Bid Validity Period in favour of **India Trade Promotion Organisation**, for the sum as provided in the DATA SHEET.

3.4.2 The copy of proof of Bank Transfer shall be included in the uploaded bid. The proposals received without the specified EMD will be summarily rejected.

- 3.4.3 ITPO will not be liable to pay any interest on EMD. EMD of the bidders who do not qualify shall be returned, without any interest, **within one month** after issue of LoA to the Successful Bidder or when the selection process is cancelled by the ITPO.
- 3.4.4 ITPO will be entitled to forfeit the EMD as loss and damage payable to ITPO regarding the RFP without prejudice to ITPO's any other right or remedy under the following conditions:
- a) If any bidder that engages in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as envisaged under this RFP (including the Standard Form of Contract); or
 - b) If any bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time; or
 - c) In case the Successful Bidder fails to accept the Agreement or fails to provide the Performance Guarantee within specified time limit, or
 - d) If the bidder commits any breach of terms of this RFP or is found to have made a false representation to the Authority.
- 3.4.5 Performance Guarantee: A Performance Guarantee equivalent to the amount indicated in the DATA SHEET shall be furnished by the Successful Bidder before entering into the Agreement with the ITPO in the form of a Bank Guarantee as per the Performance Guarantee Form format specified in the RFP. The Performance Guarantee shall, subject to penalties (if any), shall be returned after the completion of the project. The Successful Bidder shall be required to submit the Performance Guarantee **within 3 days** of issue of LoA.

3.5 Preparation of Proposal

- 3.5.1 Language and Format: The bidder is requested to submit their Proposal only in English language and strictly in the formats provided in this RFP.
- 3.5.2 In preparing their proposal, the bidder is expected to thoroughly examine the RFP Document. The Authority will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 3.5.3 The technical proposal should provide the Documents as prescribed in the RFP.
- 3.5.4 Failure to comply with the requirements spelt out above shall lead to ITPO being entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal the applicant shall be disqualified, and his proposal will not be considered.

3.5.5 The Proposals must be filled, filed and signed by the Authorized Representative of the Sole/Lead Bidder, holding the Power of Attorney/ authority through a certified Board Resolution or similar, in case of a private company, a public company or a corporation.

3.5.6 The Bidder should note the Proposed Due Date, as specified the DATA SHEET, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and the evaluation will be carried out only based on information received by Proposed Due Date as per the DATA SHEET. The bidder will not be asked to provide additional material information or documents after the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications in case the proposal lacks information on any aspect.

3.5.7 **FINANCIAL PROPOSAL:**

While preparing the Financial Proposal, the Bidder is expected to consider the various requirements, conditions and scope of work stipulated in this RFP. The Bidder shall quote in **PERCENTAGE OF GROSS REVENUE SHARING (excluding Japanese Consumption Tax/output JCT)** for operationalising the earmarked spaces for Merchandise Sale Activities in India Pavilion – Bharat at Expo 2025, Osaka (Japan).

While submitting the Financial Proposal, the Bidder shall ensure the following:

- a) The Financial Proposal shall be deemed to be **EXCLUSIVE OF** all royalties, cashless transaction fees, taxes, levies, fees, etc. by whatever name called, except Japanese Consumption Tax/output JCT. Every type of cost of the Bidder related to their employees, etc. shall be borne by the Bidder itself and there shall be no liability on the part of ITPO. **To clarify further, the Final Actual Selling Price (excluding Japanese Consumption Tax/output JCT) paid by the buyer(s) would be considered the GROSS REVNEUE, and the quoted PERCENTAGE of that would be considered as offered to be shared with ITPO.**
- b) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- c) The Financial Proposal shall consider all the expenses and tax liabilities, and cost of insurance specified in the Agreement or otherwise, levies and other impositions applicable under the prevailing law.

3.6 Proposal Submission:

3.6.1 The Bidders need to submit the physical bids with physical enclosures and supporting documents in an envelope at the **Deposit-Box at Fourth Floor reception, ITPO Office, Gate no. 9, Bharat Mandapam, New Delhi**. The Bidder should use Three Envelops to submit the bids:

- a) **Envelope-1** for the Technical Proposal (having related documents as per Annexure for Check List of Documents).
- b) **Envelope-2** for the Financial proposal (having related documents as per Annexure for Check List of Documents)
- c) **Master Envelop (Envelope-3)**: Both Envelope-1 and Envelope-2 will be kept inside it and name of the RFP and Bidder must be clearly written on its outside face.
- d) **All three envelops should be sealed and signed.**

3.6.2 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.

3.6.3 Technical Proposal Submission:

- 3.6.3.1 The Technical Proposal should be accompanied by the relevant documents, duly signed and stamped by Authorised Signatory on each page of Bid Document & relevant documents and all supportive documents to be attached with related annexure only, without which the proposal will be considered incomplete and hence, summarily rejected.
- 3.6.3.2 The proposal must be submitted before the due date. The proposals received after the due date and time will not be considered.
- 3.6.3.3 The proposal should be clear and without any condition. Conditional bids shall be summarily rejected.

3.6.4 Financial Proposal Submission:

- 3.6.4.1 A standard Bid Quotation format has been provided with the Bid Document to be filled by all the bidders.
- 3.6.4.2 Submission of the financial proposal will only be permitted before expiry of last date and time.
- 3.6.4.3 The bidders are required to quote their rates in PERCENTAGE only.
- 3.6.4.4 The rates as per award of contract shall remain same throughout the contract period or any extension thereon and shall not be changed in any circumstances.

- 3.6.5 The details of bank details to be used for deposition of Tender Fee, EMD, Performance Guarantee, etc. is as follows:

Name of the Beneficiary	INDIA TRADE PROMOTION ORGANISATION
Name of the Bank	CENTRAL BANK OF INDIA
Bank Address	PRAGATI MAIDAN, NEW DELHI-110001
Account No.	1167404133
Type of Account	SAVINGS
IFSC	CBIN0284078

- 3.6.6 No proposal shall be accepted after the closing time for submission of Proposals.

3.7 Proposal Evaluation

- 3.7.1 The successful Bidder shall be selected through bidding process on the Quality Cum Cost Based System (QCBS).
- 3.7.2 After the deadline for submission of proposals, envelopes containing EMD and the Technical Proposal shall be opened by the Evaluation Committee to evaluate whether the Bidder has met the prescribed Eligibility Criteria. The Financial Proposal shall remain sealed until then.
- 3.7.3 There shall be a two-stage selection process in evaluating the proposals of those Bidders that fulfil the Eligibility Criteria.
- 3.7.4 In the First stage, Technical Proposals will be assessed based on a defined Evaluation Criteria and ranked as per the marks received in the Technical Evaluation (**Technical Marks**).
- 3.7.5 In the Second stage, financial evaluation will be carried out of only the technically qualifying bidders.
- 3.7.6 Proposals will finally be ranked according to their combined Technical and Financial Scores (**Combined Score**), wherein 70% weightage shall be given to Technical Score and 30% shall be given to Financial Score. The Bidder scoring the highest Combined Score as H1 based on the the Composite Bid Evaluation Methodology will be declared successful.
- 3.7.7 After the Proposal submission until the issue of Letter of Award (LoA), if any bidder wishes to contact the Authority on any matter related to its proposal, it should do so in writing at the address for Proposal submission. Any effort by the bidder to influence the Authority during the Proposal

evaluation, Proposal comparison or grant of the Agreement decisions may result in the rejection of the bidder's proposal.

3.7.8 Responsiveness of Proposal:

Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

a) Pre-qualification/Eligibility Criteria stage

- i. The Pre-Qualification Documents are received in the form and manner specified in this RFP;
- ii. It does not contain any condition or qualification;
- iii. It is not non-responsive in terms hereof; and
- iv. The proposal qualified as per Eligibility Criteria specified.

b) Technical/Financial Proposal stage

- i. The Technical/Financial Proposal is received in the form and manner specified in this RFP.
- ii. It does not contain any condition or qualification;
- iii. It is not non-responsive in terms hereof

The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal will be entertained by the Authority in respect of such Proposals. However, Authority reserves the right to seek clarifications or additional information from the bidder during the evaluation process. The Authority will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

3.7.9 If any bidder fails to meet the criteria at any stage, the proposal of such a bidder will not proceed to further evaluation.

3.8 Letter of Award and Agreement

3.8.1 The Bidder whose bid has been accepted shall be notified of the award by ITPO, by registered letter or by official e-mail. The bidder shall acknowledge in writing, the receipt of the Letter of Award (LoA) and shall send his acceptance to enter the Contract as per the DATA SHEET. In the event, LoA duly signed by Successful Bidder is not received by the stipulated date, the Authority may consider, at its own discretion, extend the time for submission of signed LoA based on genuine reason. In case the LoA is not received by the stipulated date, the Earnest Money Deposit of the Successful Bidder will be forfeited, and the next highest-ranking bidder

may be considered. The Successful Bidder shall enter into an agreement with ITPO as per the DATA SHEET.

- 3.8.2 Performance Guarantee: The Successful Bidder shall deposit the Performance Guarantee Amount as per the DATA SHEET.

3.9 Confidentiality

The Contractor/Agency/Allottee 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/Allottee 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.

3.10 Corrupt and Fraudulent Practices

- 3.10.1 The bidder and their respective officers, employees, agents, and advisors shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority will 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 Authority will, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit or Performance Guarantee, as applicable, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, regarding the RFP, including consideration and evaluation of such bidder's Proposal.
- 3.10.2 Without prejudice to the rights of the Authority under this Clause, hereinabove and the rights and remedies which the Authority may have under the RFP or the Agreement, if an bidder or Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the RFP or the execution of the Agreement, such bidder shall not be eligible to participate in any tender or

RFP issued by the Authority during a period of 1 (one) year from the date such bidder, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case maybe.

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

- a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the RFP 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 Authority, 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 RFP 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 RFP or the Agreement, who at any time has been or is a legal, financial or technical consultant / advisor of the Authority in relation to any matter concerning the Project;
- b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with 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
- e) “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.

3.11 Pre-Bid Meeting

- 3.11.1 Pre-Bid Meeting of the bidders will be convened at the designated date, time and mode as provided in the DATA SHEET. A maximum of two representatives of each bidder will be allowed to participate. Bidders intending to attend the Pre-Bid Meeting should inform ITPO through email beforehand.
- 3.11.2 During the Pre-Bid Meeting, the bidders may seek clarifications and make suggestions for consideration of the ITPO and ITPO will provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive selection process.
- 3.11.3 Interested bidder can submit their clarification(s) as per the below format:

S.No	RFP Chapter / Document Clause	Existing Provision of the Clause	Clarification Required

- 3.11.4 ITPO will respond to any request for clarification(s), only if it receives the same in writing within the time specified in DATA SHEET, and it would be available as Pre-bid clarification/corrigendum/addendum on ITPO tender website.
- 3.11.5 Nothing in this Clause shall be read as compelling ITPO to respond to any request or clarification(s).
- 3.11.6 During Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of ITPO. ITPO shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 3.11.7 The bidders are advised to visit the ITPO's website mentioned in the DATA SHEET to keep them updated, for any changes/modifications related to this RFP.

3.12 Miscellaneous

3.12.1 **Arbitration:**

- i. Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause.
- ii. **Seat and Venue:** The seat and venue of the arbitration shall be Singapore.
- iii. **Arbitral Tribunal:** The Arbitral Tribunal shall consist of three (3) arbitrator(s). Each party shall appoint one arbitrator from the list of SIAC panel of arbitrators. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the Arbitral Tribunal.
- iv. **Language:** The language of the arbitration shall be English.
- v. In respect of any court proceedings in Singapore commenced under the International Arbitration Act 1994 in relation to the arbitration, the parties agree (a) to commence such proceedings before the Singapore International Commercial Court (“SICC”); and (b) in any event, that such proceedings shall be heard and adjudicated by the SICC.
- vi. **Applicable law:** The Contract shall be governed by the laws of Singapore.

3.12.2 **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 by reason of war, or delayed, hostility, acts of the public enemy, civic commotion, act of State or direction sabotage, from Governmental Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and establishments lockouts(as are not limited to the and facilities of the Parties), fire, floods, natural calamities or of GOD any act (hereinafter referred to as "Event"), provided notice of happenings of such Event is given any by the affected party the date of to the other, within 7 Calendar days from occurrence entitled thereof, neither Party shall, by reason of such event, be 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 as the Contract shall be resumed as soon the practicable, CMD, ITPO after as such Event comes to an end or ceases to exist. The decision of to whether the service may be so resumed within which the (and the time

frame service may be resumed) or not, shall be final and provided further that if the conclusive, performance in whole or part of Contract is any obligation under this prevented or delayed by reason of any such event for a period exceeding 30 days, either party may, at its option, terminate the Contract.

- 3.12.3 **Indemnity:** The Successful Bidder 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, Request for Proposal – Selection of Operations and Maintenance Agency for providing services at India Pavilion (Type X – A23) at Expo 2025, Osaka 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.
- 3.12.4 **Confidentiality:** The Successful Bidder 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.
- 3.12.5 **Intellectual Property Rights:** 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/Allottee 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 Contractor/Agency 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. legal and other remedial actions, as deemed fit, for such violations. 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.

- 3.12.6 **Compliance with Statutory Laws:** All applicable laws of Japan including labour laws must be complied with/followed by the contractor/agency.

4. Scope of Work

4.1 Space for Merchandising Sales in India Pavilion – Bharat:

- 4.1.1 The selected concessionaire for merchandising sales would be allocated the **‘Merchandise Zone’ of about 18 sqm area** inside the Type-X building of the India Pavilion – Bharat at Expo 2025, Osaka (Japan) for the duration of Expo 2025, along with the provided AV/luminaires, air-conditioning and amenities.

** The earmarked areas have been identified based on the layout plan of India Pavilion, however, it is subject to change as per approval of the Expo Authorities.*

- 4.1.2 The layout of the India Pavilion – Bharat and with location of the earmarked spaces for the Merchandise Sale Activities is a given at Annexure-1.

- 4.1.3 Key objectives of the Merchandise Sale Activities Shops are as follows –
- Design, procure, and manage the sale of merchandise items that reflect the themes of the India Pavilion.
 - To ensure a world-class retail experience for visitors, enhancing their understanding of India’s culture, heritage, and innovation.
 - To promote sustainable and environmentally friendly practices in the design, production, and sale of merchandise.

- 4.1.4 The selected vendor will be responsible for the following tasks:

1. **Merchandise Design and Procurement:**

- Develop merchandise concepts aligned with the India Pavilion’s themes of culture, innovation, and sustainability.
- Procure high-quality merchandise, ensuring diversity in products, including:
 - Traditional Indian handicrafts and artifacts.
 - Apparel and textiles (traditional and modern).
 - Jewellery and accessories inspired by Indian designs.
 - Technology-inspired souvenirs, such as gadgets or innovative tools.
 - Eco-friendly and sustainable products.
 - Books, artwork, and cultural media.

- The above list is only indicative and not exhaustive. Further diversity in the range of merchandise is desirable.
 - Ensure all products are compliant with Japanese laws, including labelling and safety standards.
 - **It is MANDATORY that online Indian goods which is made in India, which signify the rich culture, heritage and technology would be displayed and sold in the allotted area.**
 - **The Allottee would MANDATORILY submit details of all goods proposed to be displayed/sold in the allotted space to ITPO prior to finalising them.**
- 2. Retail Management:**
- Design and set up a visually appealing and functional retail space within the India Pavilion.
 - Arrange for fixtures, displays, and shelving to enhance customer experience and promote product visibility.
 - Employ and manage trained retail staff capable of delivering exceptional customer service.
- 3. Inventory Management:**
- Implement an inventory management system to track stock levels, manage replenishment, and prevent stockouts.
 - Develop a process to regularly report inventory status to the Pavilion management team.
- 4. Sales and Marketing:**
- Develop a pricing strategy for merchandise to balance affordability and profitability.
 - Plan promotional campaigns to boost sales, including discounts, bundled offers, and special events.
 - Create marketing materials, including signage, brochures, and digital advertisements, to attract visitors to the retail space.
- 5. Financial Management:**
- Maintain accurate records of sales and expenses.
 - Submit regular financial reports to the India Pavilion management.
 - Ensure secure handling of transactions, including cash and electronic payments.
- 6. Compliance and Reporting:**
- **The Allottee shall be SOLELY responsible to ensure adherence to all Expo 2025 regulations, Indian & Japanese laws and related international norms regarding export/import, safety, retail operations, taxation, employment, etc.**
 - Provide detailed monthly reports covering sales, inventory, customer feedback, and operational challenges.
 - **The Allottee shall be SOLELY responsible for all related aspects of registering, handling and appropriate disposal of**

all complaints, requests, refund/repair/exchange requirements of the sellers and buyers of goods being displayed/sold in the allotted space.

7. Sustainability:

- Prioritize the use of eco-friendly materials in merchandise production and packaging.
- Minimize waste and adopt sustainable practices in retail operations.

4.1.5 The Allottee desiring additional power load from ITPO in their allotted space should inform ITPO in advance while submitting their Interior/branding design proposals (if required by the Allottee) for approval to ITPO.

4.1.6 The Allottee need to undertake the preparatory/construction activities of interior decoration/branding design, additional covering for weather/security, furniture items, fixtures/equipment, costs of dispatch, customs clearance, transportation/travelling, boarding/lodging/insurance of personnel & material, Consumption Tax/other local taxes on expenditure, fire safety equipment, CCTV, maintenance of outlet, garbage clearance, housekeeping/conservancy, security, interpreter and related items at its own responsibility and expenses, as per available space & facilities.

4.1.7 The Commercial Activity Sales, after deducting the Consumption Tax/output JCT, Royalty & Cashless Payment Fee to Expo Authority, Percentage Gross Revenue Share of ITPO and other related items, would need to be paid and settled between the Allottee and ITPO within 10 days of each settlement of Royalty/Cashless Payment Fee with Expo Authority as per Annexure-8 (Illustration of the Commercial Activity Revenue Payments procedure currently prescribed by the Expo Authority).

4.1.8 In case of delay of payment of Commercial Activity Sales by the Expo Authority to ITPO, due to whatsoever reasons, the payment of the same (after stipulated deductions) to the Allottee would be delayed by similar duration. Moreover, in case of recovery of damages/penalties (if any) levied by the Expo Authority due to misconduct and/or damages caused by the Allottee or its employees/agents, the same would be deducted from its subsequent transfers.

Sample Illustration for assumed Commercial Activity Sales during May 1-15, 2025 having assumed Consumption Tax/output JCT of 10 percent, which is based on Annexure (Illustration of the Commercial Activity Revenue Payments procedure currently prescribed by the Expo Authority):

- a) Commercial Activity Sales received by accounts/financial instruments of the Expo Authority from the allotted area: JPY 50,000 plus JPY 5,000 Consumption Tax/output JCT totalling JPY 55,000
 - b) The Expo Authority is expected to transfer the said Commercial Activity Sales proceeds of (a) above of JPY 55,000 (including Consumption Tax/output JCT) to ITPO JPY account by May 30, 2025.
 - c) The Expo Authority is expected to issue the following bill to ITPO by June 20, 2025 on the said Commercial Activity Sales, with due date for payment of July 10, 2025 by ITPO:
 - i. Royalty at 10% on Commercial Activity Sales proceeds of (a) above excluding Consumption Tax/output JCT: JPY 5,000 plus JPY 500 Consumption Tax/output JCT totalling JPY 5,500
 - ii. Cashless Payment Fee at 1.5% on Commercial Activity Sales proceeds of (a) above including Consumption Tax/output JCT: 825 plus JPY 82.5 Consumption Tax/output JCT totalling JPY 907.5
 - iii. TOTAL Expo Authority bill: JPY 6,407.5
 - d) ITPO would transfer the said Commercial Activity Sales proceeds of (a) above, after deducting the following, to the Allottee:
 - i. Royalty and Cashless Payment Fee to Expo Authority as per (c) above: JPY 6,407.5
 - ii. Consumption Tax/output JCT on Commercial Activity Sales proceeds of (a) above: JPY 5,000
 - iii. Percentage Gross Revenue Share of ITPO (assumed to be 10 percent): JPY 5,000
 - iv. TOTAL deductions from Commercial Activity Sales: JPY 16,407.5
 - e) ITPO is expected to transfer the said Commercial Activity Sales proceeds of (a) above of JPY 55,000, after deducting (d) above, that is JPY 38,592.5 by July 20, 2025 to the Allottee after deducting the bank transfer charges as per actual.
- 4.1.9 The Allottee should complete all the preparatory/infrastructure work in the Merchandise Sale Shop **latest as per DATA SHEET**.
- 4.1.10 The Allottee would be given the possession of the allotted space for Merchandise Activities in Pavilion of India **as per DATA SHEET**. All the

preparatory/infrastructure work of clause 4.1.6 should be completed by the Allottee latest **as per DATA SHEET**.

4.1.11 The Allottee would ensure removal of all installations done/provided by the Allottee from Expo site **as per DATA SHEET**.

4.2 Proposed Merchandise sales Activities for Pavilion of India and their details:

4.2.1 The Allottee shall operationalise the Merchandise Sale facilities in the earmarked spaces of the Pavilion of India for a variety of users, which may be the general Expo 2025 visitors in Pavilion of India, the Pavilion of India staff/officers/performers, VVIP guests/invitees/visiting dignitaries visiting Pavilion of India, etc. As per the Expo Authority estimates, the Expo 2025 is expected to be visited by about 28 million visitors.

4.2.2 The Allottee shall prepare a week/month-wise plan of merchandise display theme and its items, with an aim to sync the Merchandise Sale offerings as per the Pavilion of India theme(s) and to represent the merchandise traditions of most regions of India by organising theme Festivals.

4.2.3 The name of the merchandise sale facilities in the Pavilion of India would be decided by ITPO.

4.2.4 An indicative list of merchandise activities for the Pavilion of India is as follows:

- Traditional Indian handicrafts and artifacts.
- Apparel and textiles (traditional and modern).
- Jewellery and accessories inspired by Indian designs.
- Technology-inspired souvenirs, such as gadgets or innovative tools.
- Eco-friendly and sustainable products.
- Books, artwork, and cultural media.

The above list is only indicative and not exhaustive and further diversity in the range of merchandise is desirable, subject to adherence of Expo/Japanese/Indian rules/laws and prior approval of ITPO.

5. Eligibility Criteria

The Minimum Eligibility Criteria for the Bidder to apply for this RFP and to Pre-Qualify

S. No.	Parameters	Supporting Document(s) to be Submitted by the Bidder(s)
1.	The Bidder(s) entity should be either a Company, Partnership or Proprietorship registered in India; OR A Consortium/Joint Venture of upto TWO Companies/Partnerships/Proprietorships registered in India or Japan, out of which the Lead Partner must be declared in the proposal, which must be registered in India. The credentials of all Partners may be used or combined for Eligibility Criteria and Technical Marks.	a) Certificate of Incorporation or equivalent; AND b) Self-certificate by the Authorized Signatory for registered office in India; AND c) MOU or Agreement of the Consortium/JV (if bid in such arrangement)
2.	Bidder(s) Experience: The Bidder(s) must have experience of management/ operation of multi product merchandise sales to large volumes of customers.	a) Import license for Indian products sold in Japan/Certificates of Origin for imported goods; OR Invoices of Business-to-Business export of consumer goods to Japan for minimum THREE of the last FIVE Financial Years (2019-20, 2020-21, 2021-22, 2022-23 & 2023-24); AND b) Self-certificate by the Authorized Signatory of having participated in international event(s) during last FIVE Financial Years (2019-20, 2020-21, 2021-22, 2022-23 & 2023-24); OR Running Indian merchandise sales outlet/manufacturing facility in India/Japan (with name & address).
3.	Bidder(s) should have minimum annual revenue of INR 10 Crore during any THREE of the last FIVE Financial Years	Certified Accountant (CA) certificate or equivalent; OR

S. No.	Parameters	Supporting Document(s) to be Submitted by the Bidder(s)
	(2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) from management/ operation of merchandise sales.	Certified copy of Annual Report or equivalent
4.	Bidder(s) should have minimum annual export turnover of INR 1 Crore, out of which minimum annual export turnover to Japan should be of INR 20 Lakhs, during any THREE of the last FIVE Financial Years (2019-20, 2020-21, 2021-22, 2022-23 & 2023-24).	a) Certified Accountant (CA) certificate or equivalent OR certified copy of Annual Report or equivalent; AND b) Certified copy of any one of the following: <ul style="list-style-type: none"> • Importer Exporter Code (IEC) obtained atleast 3 years before the date of tender publishing; or • Authorized Dealer (AD) Code; or • ICEGATE Registration
5.	Bidder/both Partners shall produce a Certificate of Solvency/current liquid funds of the minimum extent of INR 2.5 crores	Certificate of Solvency by the Authorized Signatory as per format given in RFP Annexure; OR Relevant evidence(s) of current liquid funds
6.	Bidder/both Partners should NOT have been debarred by the Union Government of Indian or its entities or by the Japanese Government or Osaka Municipality, AND Bidder/both Partners ensuring that they may handle export from India of the Japanese import compliant merchandise items, of high quality and adherence to related consumer safety, life/health safety, labour, sustainability, trade and other laws/rules.	Self-certificate by the Authorized Signatory

5.1 Bidder's Legal Status

- 5.1.1 The Bidder/Lead Partner may use and submit experience of their holding company OR one 100% subsidiary to satisfy this requirement. In case the Bidder/Lead Partner is submitting experience certificate for the works done by their holding company OR one 100% subsidiary, then its endorsement letter for the Bidder/Lead Partner to participate in this tender and declaring ownership/shareholding must be submitted.

- 5.1.2 Merger/ Acquisition of Companies: In case of a Company/ firm, formed after merger and/ or acquisition of other companies/ firms, past work experience and financial parameters of the merged/ acquired companies/ firms will be considered for qualification of such Company/firm provided such Company/ firm continues to own the requisite assets and resources of the merged/ acquired companies/ firms.

6. Evaluation Criteria

- 6.1 Bidders are required to qualify for all the conditions of the Eligibility Criteria, after which the eligible bidders will be evaluated as per the Technical Evaluation Criteria defined hereunder. The allotment will be made to the Bidder scoring the highest combined Technical and Financial Scores (**Combined Score**) as H1 based on the the Composite Bid Evaluation Methodology defined below.
- 6.2 The **PERCENTAGE OF GROSS REVENUE SHARE TO ITPO** for allocation of earmarked spaces for Merchandise Activities mentioned in the Scope of Work would be exclusive of all royalties, cashless transaction fees, taxes, levies, fees, etc. by whatever name called, except Japanese Consumption Tax/output JCT. To clarify further, the Final Actual Selling Price (excluding Japanese Consumption Tax/output JCT) paid by the buyer(s) would be considered the GROSS REVNEUE, and the quoted PERCENTAGE of that would be considered as offered to be shared with ITPO. The Bid Value would remain unchanged for the actual allocated areas for Merchandise Activities in the range of **15-25 sqm** in the India Pavilion - Bharat.

6.3 Technical Evaluation Criteria and Technical Marks:

S.No.	Evaluation Criteria	Maximum Marks
1.	The Bidder(s) must have experience of management/ operation of multi product merchandise sales to large volumes of customers. Each instance of international event participation during last Five years and each instance of running Indian merchandise sales outlet/manufacturing facility in India/Japan would be added and awarded marks as follows: <ol style="list-style-type: none"> i. Two to Three nos.: 10 marks ii. More than Three nos.: 20 marks 	20 marks

	(Self-certificate by the Authorized Signatory of having participated in international event(s) during last Five Years; OR Running Indian merchandise sales outlet/manufacturing facility in India/Japan (with name & address))	
2.	<p>Bidder(s) AVERAGE annual revenue during any THREE of the last FIVE Financial Years (2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) from management/operation of merchandise sale:</p> <ul style="list-style-type: none"> i. INR 10 crores to INR 15 crores: 5 marks ii. INR 15 crores to INR 20 crores: 10 marks iii. More than INR 20 crores: 20 marks <p>(Certified Accountant (CA) certificate or equivalent OR certified copy of Annual Report or equivalent)</p>	20 marks
3.	<p>Bidder(s) AVERAGE annual export turnover during any THREE of the last FIVE Financial Years (2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) from export from India to Japan:</p> <ul style="list-style-type: none"> i. INR 20 Lakhs to INR 30 Lakhs: 5 marks ii. INR 30 Lakhs to INR 40 Lakhs: 5 marks iii. More than INR 40 Lakhs crores: 20 marks <p>(Certified Accountant (CA) certificate or equivalent; OR certified copy of Annual Report or equivalent)</p>	20 marks
5.	Approach, Methodology and Presentation to be presented and submitted by the Bidders, physically or through video Conferencing (VC), on the date mentioned in the DATA SHEET	40 marks

6.4 Composite Bid Evaluation Methodology:

Evaluation of Bids shall be done under the Quality-Cum-Cost Based System (QCBS). Under this system, the Technical Bid evaluation shall be allotted weightage of 70% (**Technical Score**) while the Price Bid evaluation shall be allotted the weightage of 30% (**Financial Score**). The bidder scoring the highest **Combined Score** will be declared successful. The detailed methodology is described below.

The Evaluation Committee appointed by CMD ITPO will carry out the Technical Evaluation of proposals based on the prescribed Evaluation Criteria and points system. The evaluators of Technical Proposals shall have no access to the Financial Proposals until Technical Evaluation is concluded. Each evaluation proposal will be given a technical score.

6.5 Normalisation of technical bid scores:

The bidder with highest Technical Marks would be taken as the base/reference for arriving at Technical Score for each technically qualified bidder. The Technical Score for the bidder with highest Technical Marks (out of total 100) would be taken as 70 and the Technical Score for other technically qualified bidders will be scaled proportionally. The following example illustrates the proposed methodology for arriving at Technical Score of the Bidders:

Proposal	Technical marks (assumed)	Technical Score
A	96/100	$70*96/96=70$
B	90/100	$70*90/96=66$
C	70/100	$70*70/96=51$

The Price Bid shall be opened for technically qualified bidders only. The following methodology shall be adopted for evaluation of quoted Lumpsum Bids of Bidders who qualify in the technical bid evaluation.

6.6 Normalisation of Financial Bid Scores

The **HIGHEST** quoted Percentage of Gross Revenue Sharing Bid among the technically qualified bids will be taken as base/reference rate for arriving at the evaluated marks for each qualified bidder. The evaluated marks for the Bidder quoted the **HIGHEST** Percentage of Gross Revenue Sharing Bid shall be 30. The following example illustrates the proposed methodology for arriving at the Financial Score of the Bidders:

Proposal	Percentage of Gross Revenue Sharing with ITPO (assumed)	Financial Score
A	12 percent	$30*12/12=30$
B	10 percent	$30*10/12=25$
C	8 percent	$30*08/12=20$

The sum of the Technical Score and the Financial Score, after normalisation as detailed above, shall be the **Combined Score** for each Bidders. The Bidder with the highest **Combined Score** as H1 based on the the Composite Bid Evaluation Methodology shall be selected.

- 6.7 The Performance Guarantee would be **Rs.5,00,000**, which would need to be deposited **within 3 days** of the issuance of LoA. The Performance Guarantee shall be released after the Allottee handover the vacant allocated spaces and after getting clearance from/ settling the dues with the Expo Authorities/ local bodies and ITPO, if any.
- 6.8 The Performance Guarantee deposited to ITPO may be forfeited in case of withdrawal, “No Show” or abandoning or not sending representatives at least 7 days in advance of opening of Expo.

7. General and Special Terms

7.1 Expo Guidelines for Merchandise Activities:

Merchandise Activities in Pavilion of India at Expo 2025 refer to the catering/dining/takeaway services, per the prescribed construction, preparations, operations, monetary, disposal, etc. guidelines of the Organizer, some of the major ones are available at the Google Drive link <https://drive.google.com/drive/folders/1TY6ljBo1v7MhG-zMCtPfiOxulkxnhf46?usp=sharing> and are updated at the link regularly.

7.2 General Terms Related to Merchandising Sales Activities in Expo 2025:

- 7.2.1 Official Participants may, after obtaining approval from the Organiser, operate restaurants that primarily serve their countries’ cuisine and services that offer their countries’ goods.
- 7.2.2 After obtaining approval from the Organiser, Official Participants may operate fine dining restaurants/casual restaurants/quick service restaurants/cafes/buffets that primarily serve cuisine with their national flavours or specialties.
- 7.2.3 Customs and Consumption Tax-related Japanese laws and regulations will apply to all goods imported for sales at the Expo. For details on import procedures, refer to the Guidelines for Customs Procedures.
- 7.2.4 **Business Hours:** pursuant to the Regulations on Governing Admissions (Special Regulations No. 13), the general operation hours will be 9:00 a.m. to 10:00 p.m., and that for Pavilions will be 9:30 a.m., at the latest, to 9:00 p.m. Business hours for restaurants, facilities for sales of goods, and other commercial facilities accompanying Pavilions can be set within 9:00 a.m. to 9:00 p.m.
- 7.2.5 Official Participants shall set price ranges that suit visitors of varying segments. They shall also clearly indicate prices of offered goods and services

in Japanese Yen and with Consumption Tax included (refer to Expo Universal Service Guidelines).

- 7.2.6 The Official Participants need to pay the Expo Authority Royalty and Cashless Payment Fee from the of their Commercial Activities, as per Annexure Annexur-8 (Illustration of the Commercial Activity Revenue Payments procedure currently prescribed by the Expo Authority):
- a) Facilities for goods/services sales (including takeaway sales of F&B without providing tables/chairs/counters for general visitors to eat and drink on the spot): 10% plus Consumption Tax on the commercial activity sales (excluding Consumption Tax/output JCT)
 - b) Cashless Payment Fee: 1.5% plus Consumption Tax on the commercial activity sales (including Consumption Tax /output JCT)
- 7.2.7 Organiser may lease POS registers, but there is a possibility that the planned number of units cannot be provided. If this is the case, Expo Authority would make separate adjustments.
- 7.2.8 The selected Merchandise sales concessionaire needs to provide details of the Designated Representative for Royalty payment (as per Expo Authority Special Regulations No. 9).
- 7.2.9 Official Participants shall record and regularly report to the Organizers about the sales revenue of their commercial activities in the manner specified by the Organizers before given deadlines (refer to the Expo Guidelines for Cashless Payment and Expo Digital Wallet Services and Expo Guidelines for Payment Procedures).
- 7.2.10 Official Participants shall record, and regularly report to the Organiser, the sales revenue of their commercial activities in the manner specified by the Organiser before given deadlines.
- a) Designated payment system: the Official Participants shall use the payment system and payment device designated by the Organiser to handle the sales revenue of their commercial activities. The data registered in this system shall be available to the Organiser daily. For information to register, specific steps and costs, refer to the Expo Guidelines for Cashless Payment and Expo Digital Wallet Services and Guidelines for Payment Procedures (tentative name), which will be issued going forward.
 - b) Designated financial institutions: the Official Participants will be recommended to use the financial institutions indicated by the Organiser where it concerns their commercial activities. Official Participants shall obtain confirmation from the Organiser in advance if they wish to use a financial institution other than the financial institution indicated by the

Organiser. For information on financial institutions indicated by the Organiser, refer to Guidelines for Payment Procedures (tentative name), which will be issued by the Organiser going forward.

7.3 Special Terms Related to Merchandise sales Activities In Pavilion of India:

- 7.3.1 The Allottee shall be deemed to have knowledge and acceptance of compliance of all the related guidelines prescribed by the Organizer and all the applicable guidelines/rules prescribed by the Osaka local bodies, Japanese authorities, Osaka/Japanese building safety regulators, Osaka/Japanese public safety regulators and related bodies.
- 7.3.2 The Allottee shall be deemed to have satisfied himself as to the nature of the site, local facilities, and the cost of access to the site, related guidelines/rules/laws/norms of Japan/Osaka and all other matters accepting the proper functioning of the commercial activity.
- 7.3.3 The Allottee shall make and ensure the provision of fire safety equipment, CCTV with minimum 15 days recording for the space allotted for Merchandise Activities, as per requirements of Japan/Osaka/Organizer fire and safety regulations.
- 7.3.4 This allotment of space for Merchandise sales Activities to the Allottee is subject to confirmation of the suitability of Allottee's goods for sale in the Expo 2025, as per the Organizer/ Japanese bodies' guidelines, and the decision of the Organizer in this regard will be final.
- 7.3.5 The Allottee should send his representative(s) at least 7 days in advance of the opening of the Expo, to ensure timely and proper display/ arrangement/ preparation of the Merchandise / goods. Failure to send representative(s) as per timeline may entail cancellation of the allotment and/or debarment of the allottee from all future participation.
- 7.3.6 ITPO will provide necessary assistance to the representatives (Indian passport holder) of the Allottee by issuing recommendation letters to the Embassy of Japan and liaison with Expo Authorities for obtaining Visa. However, ITPO shall not be liable, in case the Embassy denies Visa to the representative(s) of the Allottee for any reason. The license shall not be entitled to refund of License Fee or any charges paid to ITPO or to reimbursement of any expenditure/liability incurred by it/him in case of denial of visa/delay in receipt of visa by the concerned authorities.
- 7.3.7 The consumption or sale of liquor, salt, leaves of tobacco, cigarette, cigars and electronic cigarette (including water tobacco and chewing tobacco) would

be strictly prohibited in the Pavilion of India.

- 7.3.8 The Allottee shall ensure that the provision for installing POS/ billing machines has been made. The billing system as per the directions given by the Organizer should be always followed by the license. All sales should be made only by issuing a proper invoice through the billing machine. The billing machines may be provided by the Organizer or may need to be procured by the Allottee as per specifications prescribed by the Organizer, to calculate and verify the royalty/ duties/ taxes payable.
- 7.3.9 The Allottee shall agree to sell only Indian goods and incidental products. In the event of the Allottee selling any other product, the same may be removed/ seized at the risk and cost of the Allottee.
- 7.3.10 The Allottee will not be permitted to keep their outlets open beyond the permissible working hours. However, their representatives may be allowed half an hour before and half an hour after the business hours of Expo Authorities for preparatory, cleaning, arrangement, official/accounts or similar works.
- 7.3.11 The Allottee shall ensure that all the tables, chairs, counters and other related furniture need to be installed within the allotted space. If any of the equipment or furniture is found outside the allotted space, then remedial action may be taken like, but not limited to removal, seizure, penalty proportion to prorated bed amount, etc. It is specifically mentioned that no retail sales or displays will be permitted in the passage or areas outside the allotted spaces, to avoid obstruction and safety hazards with respect to traffic movement.
- 7.3.12 The Allottee shall ensure that the Merchandise sales Activities in Pavilion of India remains properly activated and operational throughout the duration of the event without any break and for this Allottee shall ensure provisions for managing emergencies such as equipment breakdowns, staff shortages or supply chain disruptions. The space allotted for Merchandise sales Activities shall not be left unattended by Allottee at any time during event. The
- 7.3.13 The Allottee shall be responsible for the good conduct of all their employees, agents or their representatives. Any liabilities on the matter of conduct, hygiene or safety norms will be borne by the Allottee. The Expo Guidelines for Health and Sanitation needs to be strictly complied with.
- 7.3.14 The Allottee shall ensure proper cleaning/ conservancy arrangement of his commercial activity at his own cost including disposal of waste from the date of taking over of the possession of commercial space to the handing over of

the same after conclusion of the event.

- 7.3.15 The Allottee will ensure timely payment of all dues to ITPO/ Expo Authority/ respective body within the prescribed time frame, failing which the organizer will at liberty to cancel the allotment and close the outlet at the sole cost and risk of the Allottee.
- 7.3.16 The Allottee has to handover the vacant space to ITPO, after removing all installations done/provided by the Allottee from Expo site, **latest by 31.10.2025**. If any installations done/provided by the Allottee is left out after this, the same shall be removed at the cost of the Allottee.
- 7.3.17 The Allottee shall be responsible for the cleanliness of the outlet, and handling/ disposal or garbage/packing material as per the rules laid down by Expo Authority, failing which the organizer will be at liberty to take necessary action as deemed fit at sole cost of Allottee.
- 7.3.18 The Allottee shall not be permitted to remove any equipment/ furniture/ goods from the outlet before the conclusion of the Expo without the permission of the Pavilion Director, Pavilion of India.
- 7.3.19 Subletting of allotted space is not permissible at all. Violation of this clause may lead to cancellation of space allotted, forfeiting of the Performance Guarantee and debarring the Allottee from future participation in ITPO's events.
- 7.3.20 The Allottee must abide by the laws of Osaka/Japan and rules of the Organizer. Representatives of the Allottee shall abide by the instructions of the Pavilion Director, Pavilion of India, failing which the outlet may be closed at the risk and cost of the allottee, to avoid any conflict with local laws, customs regulations or any undesirable situation, which could lead to the lowering of national image. In the event of any dispute in all matters relating to the commercial spaces, the decision of the Pavilion Director, Pavilion of India and/or CMD ITPO will be final and binding upon the Allottee.
- 7.3.21 In the event of postponement/ abandonment/ cancellation of Expo, or in case of exhibits not being displayed or sold due to any reason whatsoever, the Organizer shall not be liable for any loss or liability to the Allottee.
- 7.3.22 In case of default of any payments due from the license, the organizer reserves the right to blacklist the allottee and debar him from participation in ITPO's Fair in India and abroad, apart from taking legal action to recover the dues.

Annexure 1: Proposed Tentative Site Layout and Merchandise Spaces



EXHIBIT PLAN

NOTES

1. ALL DIMENSIONS ARE IN MM.
2. ALL LEVELS INDICATED ARE FINISH DIMENSIONS / LEVELS INDICATED ARE STRUCTURAL UNLESS OTHERWISE SPECIFIED.
3. THE DRAWINGS UNLESS OTHERWISE MENTIONED, TO BE PROTECTED TO STANDARDS AS IS.
4. ONLY MENTION DIMENSIONS TO BE FOLLOWED, DO NOT SCALE THE DRAWING.
5. DIMENSIONS / LEVELS SHOWN TO BE VERIFIED AT SITE BEFORE COMMENCEMENT OF WORK AND DISCREPANCIES IF NOTIFIED SHOULD BE BROUGHT TO THE NOTICE OF ARCHITECT PRIOR TO COMMENCEMENT OF WORK.
6. GOODS FOR CONSTRUCTION.

- ONENESS LOUNGE AREA : 142 SQ.M
- HERITAGE INDIA AREA : 44 SQ.M
- TECH VISTA AREA : 107 SQ.M
- STARTUP / STATES AREA : 61 SQ.M
- ODOOP AREA : 44 SQ.M
- ISRO EXHIBIT SPACE AREA: 43.50 SQ.M
- PHARMACY ZONE AREA: 8.9 SQ.M
- MULTIPURPOSE HALL AREA: 508.00 SQ.M
- MINISTRY AREA AREA: 35.00 SQ.M
- CORPORATE AREA AREA: 35.00 SQ.M
- VIP LOUNGE & BILATERAL AREA: 40.00 SQ.M
- ADMIN ROOM AREA: 10 SQ.M
- MOTHERS CARE/MEDICAL AREA: 7.00 SQ.M
- FLEA MARKET MERCHANDISE AREA: 13.00 SQ.M
- TOILETS AREA: 20.00 SQ.M
- SERVER ROOM AREA: 10.00 SQ.M
- PASSAGE AREA: 100 SQ.M
- STORAGE AREA: 9 SQ.M

DATE	REVISION

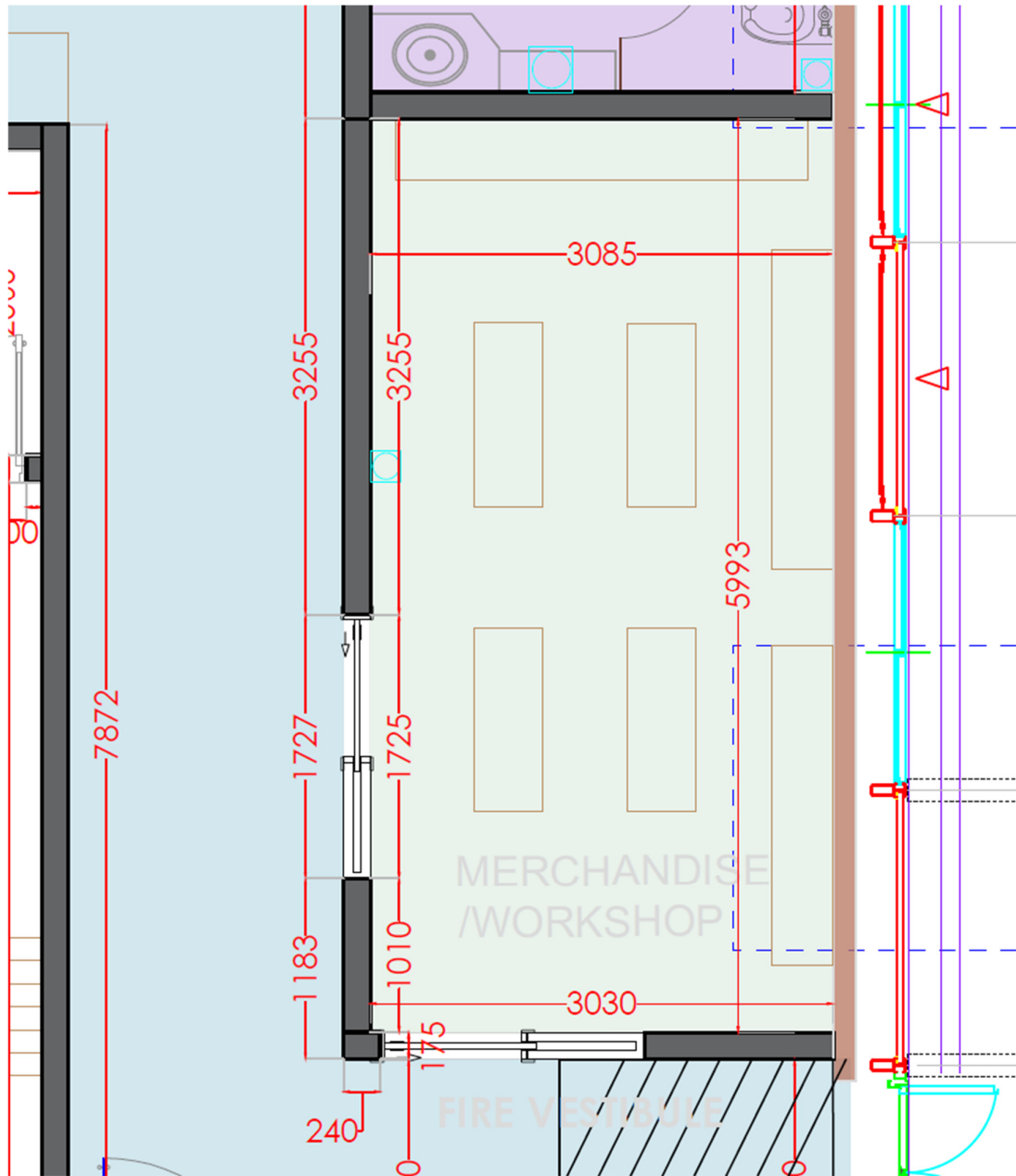
PURPOSE:
FOR APPROVAL & TENDER

PRINCIPAL EPC

भारत की जी जी जी
भारत सरकार
MINISTRY OF CULTURE

PROPOSED FOOD TRUCK PLACEMENT BY FNB VENDOR @ PLOT NO-A 23 OSAKA EXPO 2025

PROJECT	INDIAPAV12	DATE	
DESIGNED BY	INDIAN ARCHITECT	SCALE	
DRAWN BY		DATE	
NO.			



Merchandise Zone (about 18 sqm area) inside the Type-X building of The India Pavilion – Bharat at Expo 2025, Osaka (Japan)

Annexure 2: Draft Agreement

Agreement for space for Merchandise Sale Activities in the India Pavilion - Bharat at Expo 2025, Osaka (Japan)

This agreement is made and executed on this _____ day of _____ for space for Merchandise Sale Activities in the Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan) has been agreed BY AND BETWEEN:

India Trade Promotion Organisation (ITPO)

Bharat Mandapam, New Delhi

Email: pushpam1701@itpo.gov.in and saurabhsharma@itpo.gov.in

(hereinafter referred to as “ITPO”)

AND

(hereinafter referred to as “Allottee”)

WHEREAS:

1. This Agreement contains the contents in the Request for Proposal (RFP) floated for this purpose, its corrigendum(s)/addendum(s)/clarification(s) (if any), the proposal of the Allottee and the Letter of Award (LoA) issued by ITPO to the Allottee. Any other documents or materials submitted by the Allottee or written directions issued to the Allottee by ITPO would constitute the background of interpretation of this Agreement in case the obligations and duties of both parties on this Agreement may cause ambiguity in the interpretation of this Agreement.
2. This Agreement contains the entire understanding between the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement, whether oral or written, regarding the subject matter herein mentioned and understood by the parties hereto.

IN WITNESS, WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS AND SEAL THE DAY AND YEAR FIRST HEREINABOVE WRITTEN

SIGNED, SEALED AND DELIVERED

By the within named

Shri/Ms _____

representing ITPO

In the presence of

1.

2.

SIGNED SEALED AND DELIVERED

By the within named:

Shri/Ms _____

representing the Allottee

In the presence of

1.

2.

Annexure 3: Letter of Award to Successful Bidder

<<Letter Head>>

Subject: Selection of Concessionaire for operationalizing the earmarked spaces for Merchandise Sale Activities in Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan)

Reference: Your Proposal Against RFP <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 for allotment of space for Merchandise Sale Activities in Pavilion of India at Expo 2025 (13 April to 13 October, 2025), Osaka (Japan), the approval of the Competent Authority is hereby conveyed through this Letter of Award (LoA) with **PERCENTAGE OF GROSS REVENUE SHARE OF ITPO (excluding Japanese Consumption Tax/output JCT)** of at the rate of Percentage with ITPO.
- II. The 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 seven (7) days of the issue of this LoA.
- III. The Performance Guarantee of **INR 5,00,000 (Rupees Five Lakhs Only)** to be submitted to ITPO within **3 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 the Allottee> and ITPO.
- VI. The Scope of Work and 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 the officer>
<Name of the officer>
<Designation>
<Stamp & seal>

LoA Accepted
<Signature of Authorized Signatory>
<Name of the Authorized Signatory >
<Designation>
<Name of the firm & seal>

Annexure 4: Financial Letter

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

(Date and Reference)

To,

Dear Sir,

Subject: Selection of Concessionaire for operationalizing the earmarked spaces for Merchandise Sale Activities in Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan)

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Allottee of space for Merchandise Sale Activities in Pavilion of India at Expo 2025 (13 April to 13 October, 2025), Osaka (Japan) and providing subsequent assistance to ITPO during preparation and operations period.

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,

<Signature of Authorized Signatory>

<Name of the Authorized Signatory >

<Designation>

<Name of the firm & seal>

Annexure 5: Financial Proposal

FINANCIAL BID

Name of Work: **Selection of Concessionaire for operationalizing the earmarked spaces for Merchandise Sale Activities in Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan)**

Name of Bidder(s): _____

S.No	Description	PERCENTAGE OF GROSS REVENUE SHARE OF ITPO (excluding Japanese Consumption Tax/output JCT) Bid for allocation of earmarked spaces Merchandise Activities in the India Pavilion at Expo 2025, Osaka (Japan)	
		(in fig.)	(in words)
1.	PERCENTAGE OF GROSS REVENUE SHARE OF ITPO (excluding Japanese Consumption Tax/output JCT) Bid	_____ %	Percentage _____

*The Financial Proposal shall be deemed to be exclusive of all royalties, cashless transaction fees, taxes, levies, fees, etc. by whatever name called, except Japanese Consumption Tax/output JCT

Signature of Authorised Signatories

Annexure 6: Performance Guarantee Form

To,
 The Senior General Manager,
 India Trade Promotion Organisation,
 Bharat Mandapam, New Delhi – 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 “Concessionaire for operationalizing the earmarked spaces for Merchandise Sale activities in India Pavilion – Bharat at Expo 2025, Osaka (Japan)”) as a follow up to the Letter of Award no..... dated..... Issued by the Authority for “Selection of Concessionaire for operationalizing the earmarked spaces for Merchandise Sale Activities in Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan)” on production of Performance Guarantee in the form of Bank Guarantee for INR (Rupeesonly), at the request of Consultant, We, (Bank) do hereby undertake to pay the Authority an amount not exceeding INR (Rupeesonly) against any default or failure on the part of the Concessionaire for operationalizing the earmarked spaces for Merchandise Sale Activities in Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan) 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 Concessionaire for operationalizing the earmarked spaces for Merchandise Sale Activities in Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan) 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 (Rupeesonly).
2. We, (Bank) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by Concessionaire for operationalizing the earmarked spaces for Merchandise Sale Activities in Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan) 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 Concessionaire for operationalizing the earmarked spaces for Merchandise

Sale Activities in Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan) 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 Concessionaire for operationalizing the earmarked spaces for Merchandise Sale Activities in India Pavilion – Bharat at Expo 2025, Osaka (Japan) 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 Merchandise Sale Vendor 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 Concessionaire for operationalizing the earmarked spaces for Merchandise Sale Activities in India Pavilion – Bharat at Expo 2025, Osaka (Japan) or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Merchandise Sale Vendor 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 Concessionaire for operationalizing the earmarked spaces for Merchandise Sale activities in India Pavilion – Bharat at Expo 2025, Osaka (Japan) 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 Concessionaire for operationalizing the earmarked spaces for Merchandise Sale Activities in India Pavilion – Bharat at Expo 2025, Osaka (Japan) 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 (Rupeesonly) 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..... 2024

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 7: Check List of Documents

S.No	Document Requirement	Eligible (Yes / No)	Document Attached	Pg. No
TECHNICAL PROPOSAL DOCUMENTS (FOR MEETING ELIGIBILITY CRITERIA)				
1.	Bidder Legal Status			
1.1	Certificate of Incorporation			
1.2	Proof of registered office in India			
1.3	Proof and details of Consortium/Joint Venture (if bid in such arrangement)			
2.	Bidder's Experience			
2.1	Evidence of experience of management/operation of multi product merchandise sales to large volumes of customers			
4.	Financial Eligibility:			
4.1	Certified Accountant (CA) certificate or equivalent OR certified copy of Annual Report or equivalent for Bidder(s) having the required annual revenue from management/ operation of merchandise sale			
4.2	Certified Accountant (CA) certificate or equivalent OR certified copy of Annual Report or equivalent for Bidder(s) having the required export turnover from export from India to Japan			
4.3	Certified copy of any one of the following: <ul style="list-style-type: none"> • Importer Exporter Code (IEC) obtained atleast 3 years before the date of tender publishing; or • Authorized Dealer (AD) Code; or • ICEGATE Registration 			
4.4	Certificate of Solvency/evidence(s) of current liquid funds			

5.	Self-Declaration of NOT being debarred by the Union Government of Indian or its entities or by the Japanese Government or Osaka Municipality, AND Bidder/both Partners ensuring that they may handle export from India of the Japanese import compliant merchandise items, of high quality and adherence to related consumer safety, life/health safety, labour, sustainability, trade and other laws/rules.			
6.	Tender fee deposition proof			
7.	Earnest Money Deposit (EMD) deposition proof			
TECHNICAL PROPOSAL DOCUMENTS (FOR CLAIMING TECHNICAL MARKS UNDER COMPOSITE BID EVALUATION METHODOLOGY)				
8.	Invoices/work-orders/certificates of events where merchandise sale of Indian products was done of average minimum 1000 items per day in last FIVE Financial years ('Qualified Event'); OR Self-certificate by the Authorized Signatory of running Indian merchandise sales outlet/manufacturing facility in India/Japan (with name & address) for claiming Technical Marks for experience in Merchandise Sale to large volumes of customers			
9.	Certified Accountant (CA) certificate or equivalent OR certified copy of Annual Report or equivalent for claiming Technical Marks for AVERAGE annual revenue			
10.	Certified Accountant (CA) certificate or equivalent OR certified copy of Annual Report or equivalent for claiming Technical Marks for AVERAGE annual export turnover			

FINANCIAL PROPOSAL DOCUMENTS				
6.1	Annexure 4 Financial Letter			
6.2	Annexure-5 Financial Proposal			

The selected Allottee shall submit the MANDATORY details as per the requirements and timelines specified in RFP DATA SHEET.

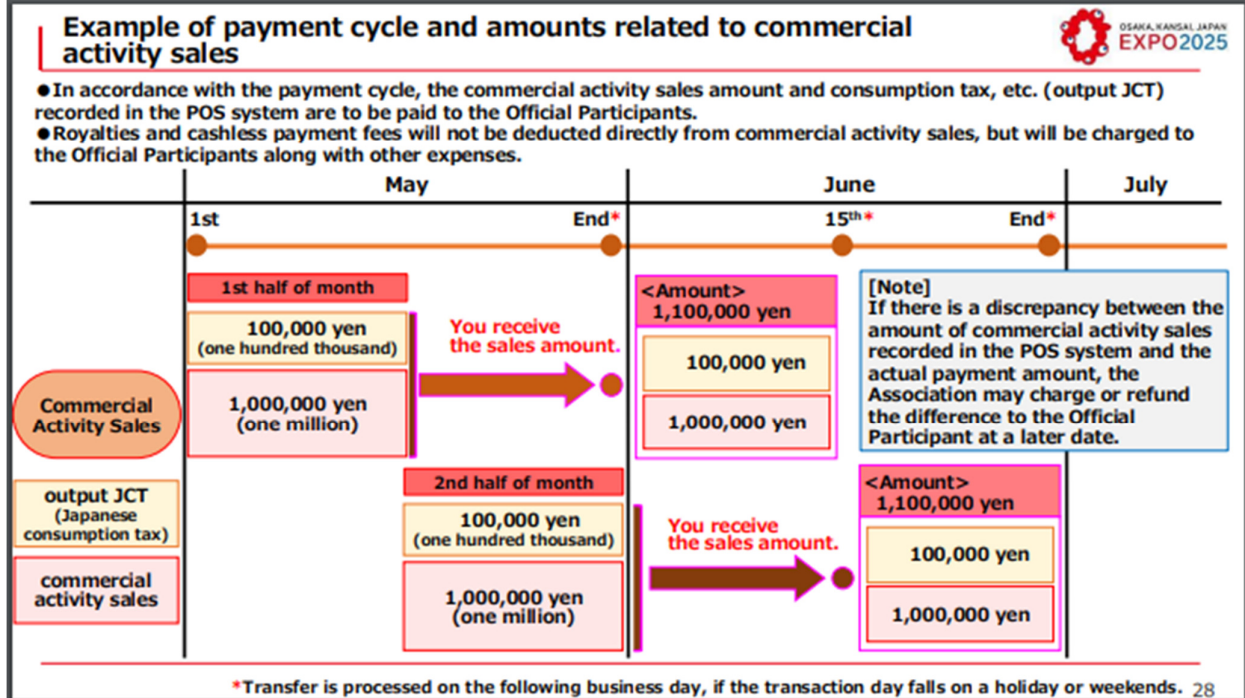
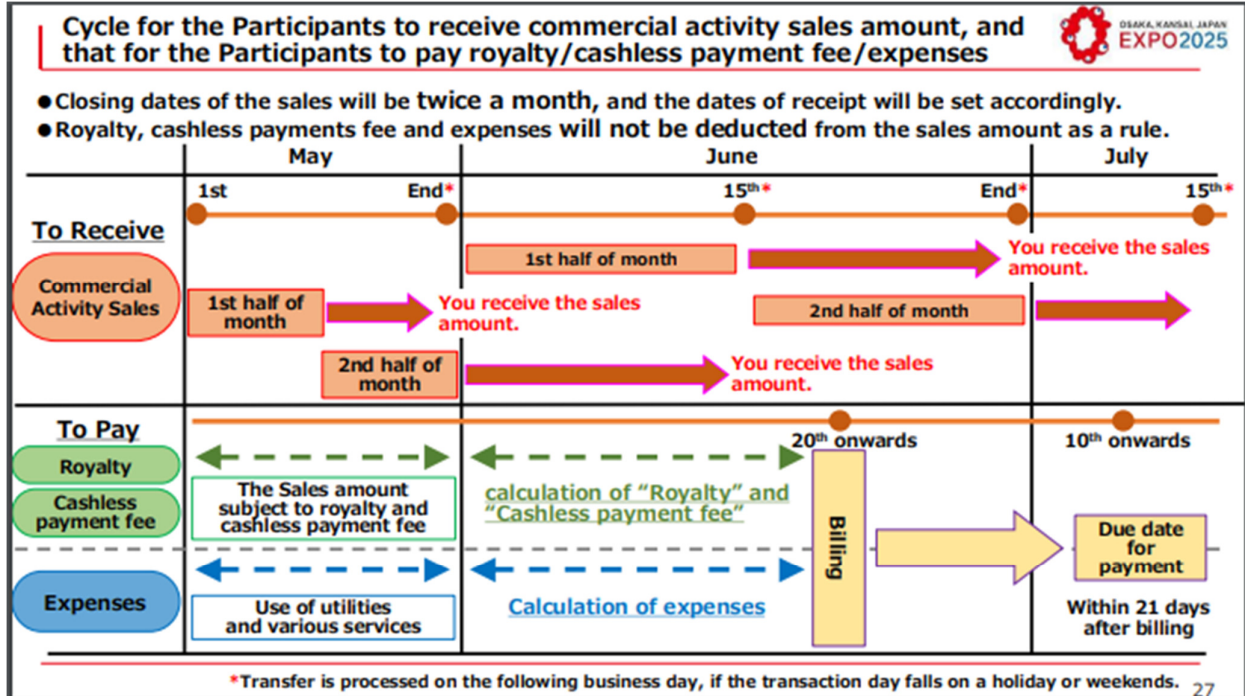
Signature of Authorized Person:

Name of Authorized Person:

Designation and Seal:

Annexure 8: Illustration of the Commercial Activity Revenue Payments procedure currently prescribed by the Expo Authority

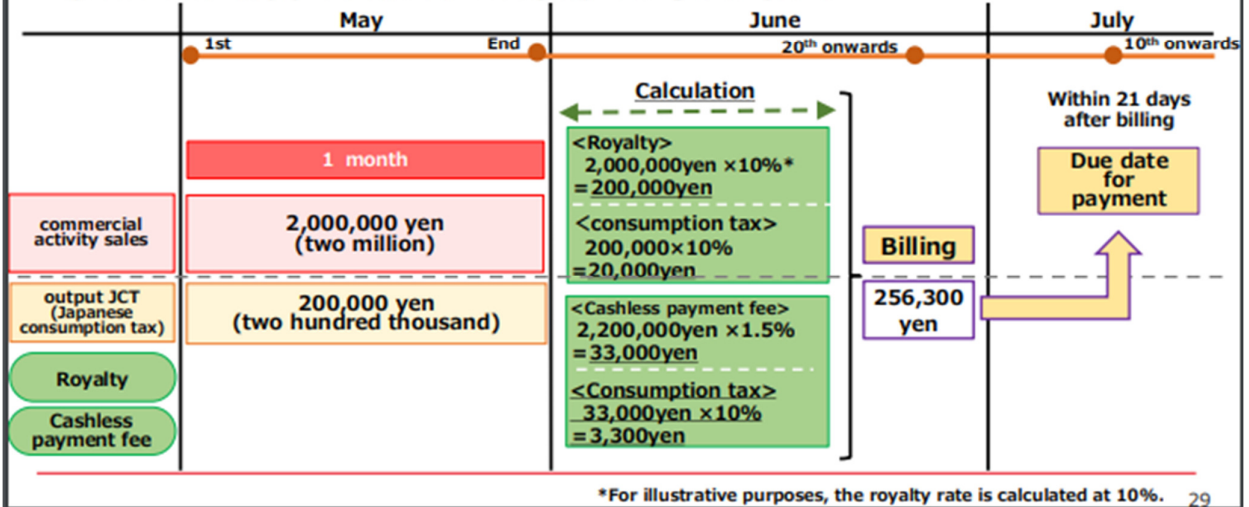
Details shared by Expo Authority during the 4th International Participants Meeting (IPM) held on 29.08.2024



Example of royalty and cashless fee calculation based on commercial activity sales



- Royalties are calculated by multiplying commercial activity sales amount excluding consumption tax etc. (output JCT), by the royalty rate.
- The cashless payment fee is calculated by multiplying the payment amount (the sum of commercial activity sales and consumption tax, etc.) by a rate of 1.5%.
- Royalties and cashless payment fees are taxable objects, including consumption tax.



Annexure 9: Certificate of Solvency

This is to certify that to the best of our knowledge and information that M/s/Sh. having marginally noted address, Customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of INR 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 Senior General Manager, ITPO.