

## **Terms and Conditions of Participation in 40<sup>th</sup> India International Trade Fair (IITF), November 14-27, 2021**

### **THE FRAMEWORK:**

- I. The application form and the following articles shall together define the legal framework for participation in the India International Trade Fair (IITF), hereinafter referred to as the fair/exhibition/event, November 14-27, 2021, unless otherwise agreed upon by both the parties.
- II. By registering for participation in the exhibition, the participant/exhibitor acknowledges and accepts the following terms and conditions of participation.
- III. The prior written consent from ITPO shall be required for any exhibitor to assign the rights and obligations arising from or in connection with this document to a third party.

### **ARTICLE 1: INTRODUCTION**

- 1.1 The 40<sup>th</sup> India International Trade Fair (IITF) is a Business to Business (B2B) cum Business to Customer (B2C) exhibition, to be held at Pragati Maidan, New Delhi from November 14-27, 2021.
- 1.2 The opening hours of the exhibition for General Public will be from 10.00 AM -7.30 PM every day.
- 1.3 The first five days of the fair will be business days, i.e. from November 14-18, 2021.
- 1.4 The exhibitors and their staff should be present at their booths everyday up to 30 minutes before opening and after closing.
- 1.5 All details regarding online booking of space for private participants will be available on ITPO's websites, [www.indiatradefair.com](http://www.indiatradefair.com) and [www.indiatradefair.com/iitf](http://www.indiatradefair.com/iitf).

### **ARTICLE 2: ELIGIBILITY**

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

### **ARTICLE 3: ALLOCATION OF BOOTHS**

- 3.1 Individual domestic exhibitors shall be able to book only one booth using the unique ID created on ITPO's booking portal.
- 3.2 Allocation of booths/stalls to private (domestic) exhibitors will be made as per the booth selection made by them through the online space booking portal, subject to fulfilment of the eligibility as per the Article 2, strictly on

first-come-first-served basis, only on receipt of full payment including interest-free refundable security equivalent to Tax Deduction at Source (TDS), if any, and submission of all required documents to the satisfaction of ITPO.

- 3.3 ITPO reserves the right to reorganize the location/sizes of booths without any right of compensation to the exhibitor(s) on account of the reorganization, even after the final allocation.
- 3.4 In case of a decrease or increase in size of the booth, due to the aforesaid reorganization, the difference in cost will be refunded by ITPO or deposited by the exhibitor, respectively.
- 3.5 The change in location or size of booth does not confer the right of compensation of any sort on the exhibitor. However, the exhibitor may opt not to participate, in which case the participation charges paid to ITPO shall be refunded after the exhibition, as per refund policy mentioned in Article 8.
- 3.6 A private exhibitor can book a maximum of one stall only in the event.
- 3.7 Conversion of Shell type stall to Bare type at any stage will not lead to refund of the difference in charges. Additionally, such cases will require approval of layout by the Architecture Division of ITPO

### **ARTICLE 4: DISPLAY RULES**

- 4.1 Only products as per the product/display category for which booking is made will be displayed in the booth. ITPO reserves the right to remove the exhibits that do not comply with or deviate from the notified product categories. Exhibits will also be removed if it is found that third-party intellectual property rights (IPR) / copyrights are being violated. ITPO shall forbid such defaulting exhibitors from the current or/and future events.
- 4.2 Exhibits shall be displayed inside the booths only, in such a way that it does not interfere with the neighbouring booths whether visually or acoustically.
- 4.3 ITPO will carry out several checks during the exhibitions to verify that the displayed products are strictly as per the application form filled by the exhibitor and duly approved by ITPO.
- 4.4 The above steps will be adopted to preserve the trust of visitors / buyers and the reputation of the exhibition.
- 4.5 Exhibitors displaying food and beverages and conducting sampling within their booths are required to mandatorily comply with the following: -
  - a) Comply with the prevailing national and local municipal directives.
  - b) Comply with the guidelines of relevant statutory/regulatory bodies.
  - c) Obtain any licenses/permissions/clearances from the relevant health authorities.
  - d) Maintain cleanliness and hygiene at all times.Non-compliance shall lead to action detailed in Article 4.8.
- 4.6 In case an exhibitor intends to play recorded music inside the stall or other space allotted by ITPO, it will do so only with the prior written approval of ITPO, subject to the submission of license/No Objection Certificate (NOC) from M/s Phonographic Performance Limited India (also known as PPL India) or other authorised performance rights organisation.

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- 4.7 If it is found at any stage that the information provided by the exhibitor in the online registration forms, etc. are incorrect, ITPO shall forfeit all charges paid by such an exhibitor and close the booth. ITPO shall reserve the right to verify the relevant identification / company documents at any time. ITPO shall reserve the right to allot the booth to other participants.
- 4.8 Non-compliance on Article 4.3 and Article 4.5, Article 4.6 and Article 4.7 will lead to immediate closure of the booth by ITPO without the obligation of prior notice. ITPO shall forfeit all sums paid by such defaulting exhibitors and debar them from future editions of the exhibitions organized by ITPO.
- 4.9 ITPO shall have the right to close the stall and impose penalty and/or blacklist the company, as may be deemed appropriate by the competent authority, if the allotted stall has been sublet to another party or any unauthorized personnel present in the stall.
- 4.10 No changes will be acceptable from the approved layout plan. Exhibitors will have to strictly abide by these norms of ITPO. If deviation found, the stall can be sealed and the security deposit will be forfeited. The exhibitor would be allowed to remove their exhibits only after the close of the event and ITPO will have no responsibility of loss of items in the stall.
- 4.11 Changing the attributes of the allotted stall, for instance- Number of open sides, removal/addition of partition walls/panels etc. is strictly prohibited and may lead to closure of the stall.
- 4.12 If any exhibitor vacates the booth before the closure of the event, ITPO shall reserve the right to re-allot the vacated booth to other participant on proportional rate basis. The vacating exhibitor shall neither be entitled to claim back the booth once vacated nor be eligible for any refund.

### **ARTICLE 5: SALE OF PRODUCTS**

- 5.1 Exhibitors who will be making retail sales during the exhibition at their booth may do so provided that they strictly comply with all applicable laws, Rules etc. including tax regulations.
- 5.2 Exhibitors desirous of making retail sale during the exhibition are required to submit (through the online portal) a specimen of the Tax Invoice that they will be issuing upon making a sale. No sale is to be made without issuing an invoice.
- 5.3 All exhibitors desirous of making retail sale are required to clearly display the prices of all products on sale, neatly printed.
- 5.4 All exhibitors (domestic and foreign) who will be making spot sale during the exhibition shall register themselves under the Goods and Service Tax (GST), as per applicable rules of GST before commencing any businesses. Entities that are already registered under GST in the State of Delhi shall continue to use their existing GSTIN, by adding the booth addresses as an additional place of business for making supplies at IITF and follow the provisions of Central Goods and Service Tax Act 2017 and rules formed there under. The mandatory statutory compliance in respect of GST and Customs are required to be complied by each exhibitor. The relevant annexure attached to these terms and conditions may be referred to in this regard. In case of non-compliance of these statutory rules, the penalty imposed, if any) by the enforcement agencies need to be

borne by the exhibitor and ITPO shall be indemnified for the same.

- 5.5 Persons/entities that are registered outside Delhi, including foreign entities, shall get themselves registered as "Casual Taxable Person" or "Non-resident Taxable Person" under section 24 (ii) or 24 (v) and/or other relevant rules of the said Act so as to discharge taxable supplies as per applicable rules under GST. Temporary registration in Delhi is required for sale of goods in the exhibition as per the applicable rules under GST.
- 5.6 ITPO will not be a party to any dispute arising out of any quality problems or otherwise between the customers and the exhibitors. If ITPO is put to any loss for the acts of omission and / or commission of / by the participant, the same shall be made good/indemnified by such participant.
- 5.7 Exhibitors have to comply with other applicable laws / rules and regulations.
- 5.8 Exhibitors are prohibited from selling/displaying/exhibiting/dealing/promoting any goods in which trading of any form is banned/restricted/limited/prohibited or is of endangered species as notified by a Parliamentary Act or by State Laws or by international conventions.

### **ARTICLE 6: CONSTRUCTION & DISMANTLING**

- 6.1 Booths will be available to exhibitors in Shell Scheme (Built-up) and Bare Scheme.
- a) **Shell Scheme (Min size 12 sqm):** Built-up booth connected with prefab system and furnished with standard amenities, an indicative list of which is as follows:
- ✓ One Counter      ✓ Three chairs      ✓ Five spotlights
  - ✓ One Trash bin    ✓ One power pint ✓ Fascia
  - ✓ Fitted Carpet    ✓ General Cleaning
- b) **Bare Scheme:** Exhibitors may build their own booths provided the minimum area booked by them is 36 sqm., subject to the approval of the booth design and plan by ITPO's Architecture Division. Bare space participants will be given possession only after submitting the approval of the Architecture Division of ITPO.
- 6.2 Possession of bare space by domestic and foreign participants will commence w.e.f. 10.00 AM on November 8, 2021. Shell scheme participants will be given possession on 10.00 AM, Nov. 11, 2021.
- 6.3 The booth construction shall be completed by exhibitors who opt for bare space by 12.00 noon on November 13, 2021, after which no construction activity shall be permitted.
- 6.4 The display arrangement of the stall shall be completed by all exhibitors by 5.00 PM on November 13, 2021.
- 6.5 The gates of halls will be closed at 6.00 PM on Nov. 13, 2021 and the participants will not be allowed in the halls thereafter.
- 6.6 Conversion of Shell type stall to Bare type at any stage will not lead to refund of the difference in charges. Additionally, such cases will require approval of layout by the Architecture Division of ITPO.

### **ARTICLE 7: PAYMENT TERMS**

- 7.1 Participation charges shall be remitted by domestic private participants through the following means:

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- a. Domestic Private Participants shall make payments, in full, through the Payment Gateway of the Booking Portal only by using Net Banking/Debit Card/Credit Card/UPI only, at the time of online space booking. NEFT/RTGS facility is not available for making payments. List of Banks will be uploaded on website separately.
- b. No other payment method is acceptable.
- c. Foreign Exhibitors shall remit participation fee through bank transfers only. Bank details are mentioned in the annexure below.
- d. All processing and bank charges shall be borne by the applicant. Bank charges, if any, may be paid in cash (in US Dollars, exact change) before collecting badges (before 12th November, 2021 at the most).
- e. No 'charge-back' shall be allowed in case of payments made through debit or credit cards.
- f. Mandatory documents required for Foreign participants viz.. Registration Certificate and Address Proof.
- g. If ITPO allows 'charge-back' in special cases, bank charges, if any, shall be borne by the applicant.
- h. Regarding booking through payment gateway, all the charges related to payment for booking shall be borne by the applicant.

- 7.2 In case Tax Deduction at Source (TDS) is made from the participation charges, an interest-free refundable security deposit equivalent to the amount of TDS will be charged at the time of payment. The security deposit will be refunded on receipt of TDS certificate by ITPO. In case the TDS certificate is not received by March 31, 2022, the security deposit will be automatically adjusted against the TDS and no request for refund will be entertained. This is not applicable for foreign participants.

### **ARTICLE 8: CANCELLATION AND REFUND**

- 8.1 A full refund is allowed in the following scenarios:
- a. There is a change in venue or dates of the exhibitions due to which an exhibitor is unable to participate.
  - b. No allotment is made by ITPO.
  - c. The scenario mentioned in Article 3.5
- 8.2 Partial refund of space rent may be considered after allotment for **those exhibitors who had paid the participation charges in full**, as per the table below:

Cancellation Received	Refund Allowed
On/after October 21, 2021	Zero, irrespective of whether final allotment made or not.
From October 1-20, 2021	25%, irrespective of whether final allotment made or not.
Up to September 30, 2021	50%, irrespective of whether final allotment made or not.

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

- 8.3 All refund shall be processed after the completion of the exhibition and may take up to three months' time subject to the receipt of required TDS certificates, Bank detail, correct PAN/GST or any other information/documents w.r.t the refund.
- 8.4 In case any applicant needs to cancel its allotted stall, they are requested to follow below mentioned procedure-
- a. For stalls booked through online booking portal of ITPO, a stall cancellation request need to be raised in the online portal.
  - b. For Offline allocation cases of stalls, an email needs to be sent to Mr. Pankaj, Manager-ITPO

([pankaj@itpo.gov.in](mailto:pankaj@itpo.gov.in)) clearly mentioning about the stall details and cancellation request.

### **ARTICLE 9: INSURANCE & EXCLUSION OF LIABILITY**

- 9.1 Participants will insure their exhibits, display material, stand fixtures, personnel and other property against damage arising out of risks, such as fire, theft etc.
- 9.2 Exhibitors are advised to insure against claims arising out of body injury and/or property damage in the form of a public liability insurance.
- 9.3 Exhibitors are required to indemnify ITPO against any damage to exhibition hall, structure or property caused by exhibitor, its staff or by agents acting on the behalf of the exhibitor.
- 9.4 ITPO, its representatives or its agents shall be excluded from any liability for damages, regardless of the legal nature of the claim. This applies particularly to damage claims for violations of intellectual property rights (IPR), logo, patent, trademark, etc. and of the principles of good faith in contracting, neglect of duty or claims of property damage or financial losses. The exhibitor shall not be entitled to any compensation from the organizer or reduction in participation charges on these accounts.

### **ARTICLE 10: ARBITRATION**

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

### **ARTICLE 11: JURISDICTION**

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

### **ARTICLE 12: FORCE MAJEURE**

If at any time, during the continuance of this Contract, the performance in whole or in part, by either party, of any obligation under this Contract is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of state or direction from Governmental Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the Parties), fire, floods, natural calamities or any act of GOD (hereinafter referred to as "Event"), provided notice of happenings of any such Event is given by the effected party to the other, within 7 Calendar days from the date of occurrence thereof, neither Party shall, by reason of such event, be entitled to terminate this Contract, nor shall either Party have any such claims for damages/compensation/costs/expenses against the other, in respect of such non-performance or delay in performance provided the Contract shall be resumed as soon as practicable, after such Event comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided

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further that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may, at its option terminate the Contract.

### **ARTICLE 13: INDEMNITY**

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

### **ARTICLE 14: Intellectual Property Rights (IPR)**

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

### **ARTICLE 15: COVID-APPROPRIATE BEHAVIOUR**

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

### **ARTICLE 16: OTHERS**

16.1 The general rules / guidelines for exhibitors contained in the factsheet and the exhibitor manual available on ITPO's website [www.indiatradefair.com](http://www.indiatradefair.com) and <https://indiatradefair.com/iitf/> are also in force and complement the provisions of this document.

16.2 The Online Portal Guide needs to be read and understood along with this document.

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**ANNEXURE I**

**EUR Nostro details for routing of MT103**

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

**USD Nostro details for routing of MT103**

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