



India Trade Promotion Organization

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

INTERNATIONAL COMPETITIVE BIDDING

NIT No. ITPO/FS-1/World Expo/O&M Tender/2024

Date: 27/01/2025

NOTICE INVITING TENDER (NIT)

India Trade Promotion Organization, New Delhi represented by its Chairman and Managing Director (CMD) cum Commissioner General, India Pavilion (the “ Authority”) invites Global Open Tender from eligible applicants for

“Selection of Operations and Maintenance Agency for providing services at India Pavilion (Type X – A23) at Expo 2025, Osaka”

and as per schedule as under:

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Disclaimer

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

1. Data Sheet

S. No.	Description	Detail			
1.	Name of Work	Selection of Operations and Maintenance Agency for providing services at India Pavilion (Type X – A23) at Expo 2025, Osaka			
2.	Scope of Work	<ul style="list-style-type: none"> Refer details in Chapter 6 			
3.	Eligibility Criteria	<ul style="list-style-type: none"> The Bidder must be a legally registered entity in Japan Consortium is prohibited. The bidding entity must demonstrate a minimum average annual turnover of JPY 2.5 billion for any 3 of the last 7 years financial years (FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24) Refer details in Chapter 5 			
4.	Person In charge of Bid	OSD, ITPO			
5.	Tender Fee (Non-Refundable)	JPY 11,000 /- including of all taxes			
6.	Earnest Money Deposit (EMD)	<p>JPY 35,00,000 /-</p> <p>EMD shall be refunded after submission of Performance Guarantee by the Successful Bidder.</p> <p>In respect of the other Bidders, it shall be refunded immediately after their disqualification at appropriate stages.</p> <p>Bank charges shall be borne by the bidder.</p>			
7.	Performance Guarantee	JPY 90,00,000/-			
8.	Accepting Authority	Chairman & Managing Director (CMD), ITPO			
9.	Bid Validity Period	120 days from the date of opening of the financial bid.			
10.	Bank Details	<table border="1"> <tr> <td></td> <td>For</td> <td>For</td> </tr> </table>		For	For
	For	For			

S. No.	Description	Detail		
			applicant who will remit the fund locally i.e. within Japan	applicant who will remit the fund internationally i.e. outside Japan
		Account Number	0731459	10177001020001
		Account Type	Current Account	Current Account
		Name of the Bank	MUFG Bank Ltd.	State Bank of India
		Branch	Senba Chuo Branch	Tokyo Branch
		SWIFT Code	BOTKJPJT	SBINJPJT
11.	Method of Selection	<ul style="list-style-type: none"> The bidder must meet the eligibility criteria as per Chapter 5 of the RFP to qualify for Technical Evaluation. The bidder must score a minimum of 70 marks or more in Technical Evaluation to qualify for Financial Bid. The bidder quoting the lowest Financial Bid will be declared as the Successful Bidder. 		
12.	Queries and Clarification	<p>The bidder shall submit queries for clarifications using MS word file in soft copy.</p> <p>The address for requesting clarification is: OSD, India Trade Promotion Organisation, Bharat Mandapam, New Delhi-110001 (INDIA) Email: osditpo@gov.in amrapalidixit@itpo.gov.in; jramarao@itpo.gov.in;</p>		
13.	Last Date of Submission of Queries	04/02/2025, 5:00 P.M. (JST)		
14.	Last Date of			

S. No.	Description	Detail
	Response to Queries by ITPO	07/02/2025, 5:00 P.M. (JST)
15.	Proposal Submission End Dates	17/02/2025, 3:00 P.M. (JST)
16.	Pre-Bid Meeting Details	-
17.	Date of Technical Bid opening	18/02/2025 12:00 P.M. (JST)
18.	Date of Financial Bid Opening	21/02/2025, 3:00 P.M. (JST)
19.	Duration of Assignment	Approximately 7 months (15 March – 15 October 2025) Please note that skeletal staff including security (3 Nos. – Morning/Evening Each), cleaning (4 Nos. - Morning/Evening Each) and General Director will be required from 15 March – 10 April 2025. Thereafter, the full staff will be deployed as detailed in Annexure 6.
20.	Mode of Tender Submission	The bid will be submitted in a two-bid system on or before the due date to CG of India Office – O/o Consulate General of India, Osaka-Kobe 10th Floor, Lucid Square Semba 1-9-26, Kyutaromachi, Chuo Ward, Osaka-541-0056
21.	Venue for opening of Bids	O/o Consulate General of India, Osaka-Kobe 10th Floor, Lucid Square Semba 1-9-26, Kyutaromachi, Chuo Ward, Osaka-541-0056
22.	Payment Schedule	Refer Chapter 8
23.	Currency of Financial Proposal	The bidder to quote cost in Japanese Yen only.

2. Definitions

- 2.1 “Authority” shall mean Competent Authority.
- 2.2 “Annexure” referred to in the Tender document shall mean the relevant annexure appended to the Tender Document and the Contract.
- 2.3 “Approved” shall mean approved in writing.
- 2.4 “Bidder / Bidding entity” shall mean the Bidder who submits the tender for providing manpower for Operations and Maintenance of India Pavilion in Osaka and shall include the successors and authorized / permitted assignees of the Bidder.
- 2.5 “Commencement Date” shall mean the date from which the Successful Bidder receives the notice to commence the Services.
- 2.6 “Competent Authority” shall mean the Chairman and Managing Director (CMD), ITPO.
- 2.7 “Competent Officer” shall mean an officer authorized by the CMD, ITPO.
- 2.8 “Earnest Money Deposit (EMD)” shall mean the amount submitted by a Bidder to ITPO for participating in the Bidding Process.
- 2.9 “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.
- 2.10 “ITPO” shall mean “India Trade Promotion Organisation”
- 2.11 **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.
- 2.12 “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.

- 2.13 "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.
- 2.14 "Prescribed" shall mean as prescribed in the Tender Document.
- 2.15 "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.
- 2.16 "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. Letter of Invitation

- 3.1 India Trade Promotion Organisation (ITPO) invites tender from Operations and Maintenance Agencies for providing services for India Pavilion (Type X – A23) at Expo 2025, Osaka. The Plot area of the India Pavilion is approximately 1700 Sqm. and the built-up area is approximately 900 Sqm. The closest entry of the India Pavilion is from the west entry of the Expo Site.
- 3.2 The Operations and Maintenance Agency will provide the necessary services to ensure the efficient operation of the pavilion. This includes overseeing daily facility management tasks such as cleaning, security, fire fighting, and managing visitor services, including information desks, guides, interpreters, and medical stations. The agency will also employ security personnel to monitor surveillance systems. Additionally, they will handle their staff recruitment and meet contingent requirements, ensure compliance with health, safety, and labour regulations, implement sustainability initiatives like waste management, and continuously enhance the visitor experience through feedback collection and analysis.
- 3.3 The Operations and Maintenance Agency will also be responsible for creating the General Operations Manual, Staff Operation Manual, National Day/Special Day Manual, and Cleaning, Security, and Maintenance Manual. Furthermore, the Operations and Maintenance Agency will be responsible for training the Director and staff. To facilitate effective communication and operations, all staff members must be proficient in both English and Japanese.
- 3.4 ITPO invites prospective bidders to participate in bidding process for Selection of Operations and Maintenance for providing services for India Pavilion at Expo 2025, Osaka.

4. Instruction to Bidders

4.1 Introduction

- 4.1.1 ITPO, established under the aegis of Department of Commerce, Ministry of Commerce and Industry, Government of India. ITPO is committed to showcase excellence achieved by the country in diverse fields especially trade and commerce. Its mission is to promote, facilitate, encourage, and coordinate various activities and programme to enhance India's share of exports. The organisation provides a wide spectrum of services to trade and industry and acts as a catalyst for growth of India's trade and commerce.
- 4.1.2 ITPO has been appointed as the Nodal Agency for the India Pavilion (A-23) at the Expo 2025, Osaka and invites qualified and experienced Operations and Maintenance Agencies to submit their bids for providing services for Operation and Maintenance for India Pavilion at Expo 2025, Osaka.

4.2 General Terms and Conditions of the RFP

- 4.2.1 The CMD, ITPO reserves the right to select the Operations and Maintenance Agency or to reject any bid wholly or partly without assigning any reason. The CMD, ITPO also reserves the right to relax any eligibility criteria to ensure participation of the bid by maximum number of bidders and for the interest of ITPO in getting quality service at affordable & reasonable price. Incomplete tenders, amendments & additions to tender after opening or late tenders are liable to be ignored & rejected.
- 4.2.2 The bidder will bear all the costs associated with the preparation and submission of their bid document and the bid inviting authority will in no case be responsible and liable for those costs.
- 4.2.3 The proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

4.3 Bid Process:

The Bid Process shall mean the following processes:

4.3.1 Issue of Tender: The tender documents shall be made available for download on multiple websites, including the ITPO website, Embassy of India website, Japan and Consulate General of India, Osaka website, as well as the Expo authority's official website. Prospective bidders are required to obtain these documents from said websites.

4.3.2 Amendment of Tender and/or Proposal

- i) ITPO may, at any time before the issue of Letter of Intent to Award, at its sole discretion and without assigning any reason, (whether on its own or in response to a clarification requested by a Bidder) modify this Tender by issuing an Addendum.
- ii) In case the Addendum is issued prior to the Bid Submission Date, the Bidder shall have the option to resubmit the Proposal within the time permitted by ITPO in writing.
- iii) Any Addendum issued shall be a part of this RFP and shall be communicated through at the said above websites.
- iv) To afford the Bidder reasonable time to take an Addendum into account in preparing their bid proposal, ITPO may at its sole discretion extend the date for submission of bid proposal as set out under Notice Inviting Tender (NIT).
- v) In case after issuance of an Addendum, the Bidders who have already submitted their bid, do not resubmit their bid proposal, it shall be deemed that such bidders do not intend to modify their proposal based on the Addendum and the Corrigendum shall be deemed to have been considered.

Clarifications

- i) Each Interested Bidder shall peruse this Tender in its entirety carefully as it contains legal and business terms and other information which each Interested Bidder must review to

submit a responsive Proposal.

- ii) An Interested Bidder requiring any clarification(s) on this Tender may notify ITPO in writing, within the time specified in the Notice Inviting Tender, by e-mail to the following e-mail address: amrapalidixit@itpo.gov.in; osditpo@gov.in; jramarao@itpo.gov.in.
- iii) 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

- iv) ITPO will respond to any request for clarification(s), only if it receives the same in writing within the time permitted in the Bid Process Schedule. Copies of ITPO's response, including a description of the clarification(s) sought, shall be sent through email.
- v) Nothing in this Clause shall be read as compelling ITPO to respond to any request or clarification(s).
- vi) A Pre-Bid Meeting of the interested parties shall be convened online/offline at the designated date and time. A maximum of two representatives of each Bidder shall be allowed to participate in pre-bid meeting.
- vii) 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.

4.3.1 Proposal Submission

- a. The Proposal, complete in all respects, must be submitted on or before the Bid Closing Date, in the manner as specified in

this Tender. ITPO may, at its discretion, advance or extend the Bid Close Date.

- b. The Bidder shall observe the following while submitting its Proposal:
 - i. Payments/Proof of Payments for Tender fees and EMD shall be the part of technical bid envelope.
 - ii. All sequence and naming conventions as used in this RFP shall be strictly followed.
 - iii. All enquiries, comments, or requests for meetings regarding this RFP, and any other related matters must be made by email, to ITPO by e-mail to the e-mail address specified in this Tender.
 - iv. Proposals failing to meet Tender requirements, including completeness, format and content, shall be rejected without further evaluation.
 - v. ITPO shall not entertain any conditional Proposal.
 - vi. ITPO may ask one, more or all the Interested Parties to respond to query from ITPO or to submit/ re-submit further documents in support to clarify their Proposal (in whole or in part).

For evaluation, Technical Proposal shall be opened first and analysed. ITPO may ask for any clarification(s)/supplementary information at any point of time during the Bid Process, including but not limited to cases of insufficiency of the Proposal, and the Bidder shall provide such clarifications/ supplementary information with supporting documents within the time prescribed by ITPO in this regard.

Evaluation of Bids: Each Proposal shall be evaluated, according to the following process:

- a) Technical Proposals submitted by the Bidders shall be evaluated against the Minimum Eligibility Criteria.
- b) The Financial Proposal of such Bidders who have satisfied the Minimum Eligibility Criteria shall only be opened.
- c) The Bidder with the lowest Financial Bid shall be selected.

4.4 Earnest Money Deposit

4.4.1 Bidders shall submit, along with their Bids, EMD amount mentioned in the Data Sheet in the form of Demand Draft or

Bank Guarantee valid for a period of 90 days beyond the Bid Validity Period (Refer Data Sheet).

4.4.2 EMD of all unsuccessful bidders would be refunded by ITPO within 90 days of the bidder being notified as being unsuccessful. The EMD for the amount mentioned in the Data Sheet, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format prescribed in the RFP.

4.4.3 The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

4.4.4 The bid / proposal submitted without EMD, will be summarily rejected.

4.4.5 EMD may be forfeited if:

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

4.5 Performance Bank Guarantee

4.5.1 ITPO will require the successful bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of Award, for a value mentioned in the Data Sheet. The Performance Bank Guarantee should be valid for the period mentioned in the Data Sheet.

4.5.2 The Performance Bank Guarantee shall be kept valid till completion of the project and Warranty period of one (1) year. The Performance Bank Guarantee shall contain a claim period of 9 months from the date of expiry of contract.

4.5.3 The successful bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the successful bidder fails to submit performance guarantee within the time stipulated, ITPO at its discretion may cancel the order placed on the successful bidder without giving any notice. ITPO shall invoke the performance guarantee in case the selected vendor fails to

discharge their contractual obligations during the period of ITPO incurs any loss due to vendor's negligence in carrying out the project implementation as per the agreed terms and conditions

4.6 Right to Accept Any Proposal and to Reject Any or All Proposal(s)

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

4.7 Notification of Award Criteria

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

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

4.8 Notification of Award and Signing of Contract

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

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

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

4.9 Fraud and Corrupt Practices

4.9.1 The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, ITPO shall reject a proposal without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the ITPO shall without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or Performance Bank Guarantee as mutually agreed genuine pre-estimated compensation and damages payable to the ITPO for, inter alia, time, cost and effort of the ITPO, in regard to the RFP, including consideration and evaluation of such bidder’s proposal.

4.9.2 Without prejudice to the rights of the ITPO under the clause above and the rights and remedies which the ITPO may have under the LOA or the Agreement, if the bidder is found by the ITPO have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such bidder shall not be eligible to participate in any tender or RFP issued by the ITPO.

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

- i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything value to influence the action of any person connected with the Selection Process (For avoidance of doubt, offering the employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the ITPO who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has

dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the ITPO, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial, or technical Operations and Maintenance Agency/adviser of the ITPO in relation to any matter concerning the Project.

- ii. “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirect, any persons or property to influence any person’s participation or action in the Selection Process;
- iv. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by ITPO the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

4.10 Conflict of Interest

- 4.10.1 The Bidder shall hold the “ITPO’s” interest’s paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests.

If during the Contract Period, a conflict of interest arises for any reasons, the Bidder shall promptly disclose the same to ITPO and seek its instructions.

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

4.10.3 The Successful Bidder and its affiliates shall not become otherwise interested in the Scope of Services in any manner. The Successful Bidder agrees that, during the Contract Period, the Successful Bidder and any entity affiliated with the Successful Bidder shall be disqualified from bidding and providing consultancy, goods, works, or services resulting from and/or directly related to the Scope of Services for the Operations and Maintenance services for India Pavilion at Expo 2025, Osaka.

4.11 Queries & Clarifications

4.11.1 A prospective bidder requiring any clarification of the tender document may send an email to the email address mentioned in the Data Sheet.

4.11.2 ITPO will respond electronically to any request for clarification of the Bid that is received as per date and time given in the Data Sheet for the submission of proposals. The bidders are requested to send their queries as per the timelines. Queries received after the set time limit will not be addressed by ITPO.

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

- a. Has examined completely and carefully the project proposed in this tender and has taken necessary precaution to build in all costs necessary for execution of

the project considering the magnitude of the work and logistics involved.

- b. Has determined to its satisfaction the nature and extent of any issue's incidental to the performance of its obligations.

4.12 Foreign Certificates and Currency Conversion

In case the work experience is for the work executed outside India, the bidders must submit the completion/experience certificate issued by the Competent Authority duly signed to the correctness of the Completion/experience certificates.

In the event of submission of completion/experience certificates by the bidder, the language shall be duly attested and translated in English for submission purpose.

For evaluation of bids (Technical and Financial), the conversion rate of such a currency into INR shall be the daily representative exchange rate published by the IMF as on 7 (Seven) days prior to the Last Date of Submission including extension(s) given if any.

4.13 Other Terms

4.13.1 Health, Safety and Labour Law Compliance –

- a) Regulations: Ensure compliance with local health, safety and labour law regulations.
- b) Emergency Preparedness: Develop and implement emergency preparedness plans, including evacuation procedures.

4.13.2 Promote and integrate sustainable practices in all pavilion operations in line with the Expo authority protocols.

4.13.3 The Pavilion Deputy General Director shall be the Fire Prevention Manager or personnel in the equivalent position.

4.13.4 The personnel shall be present at the India Pavilion for 8 hours daily, of which 7 hours will constitute the working hours. Compensation will be based on 7 working hours.

4.13.5 The O&M Agency will be required to provide additional manpower to ITPO on the rates quoted by the Successful Bidder

in the BOQ within a reasonable timeframe (up to 7 days) upon notice if the need arises. If the O&M Agency fails to provide the required manpower, ITPO reserves the right to procure manpower from other agencies.

4.13.6 Force Majeure

- i. If at any time, during the continuance of this Contract, the performance in whole or in part, by either party, of any obligation under this Contract is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of State or direction from Governmental Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the Parties), fire, floods, natural calamities or any act of GOD (hereinafter referred to as “Event”), provided notice of happenings of any such Event is given by the affected party to the other, within 7 Calendar days from the date of occurrence thereof, neither Party shall, by reason of such event, be entitled to terminate this Contract, nor shall either Party have any such claims for damages/compensation/costs/expenses against the other, in respect of such non-performance or delay in performance provided the Contract shall be resumed as soon as practicable, after such Event comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may, at its option, terminate the Contract.

4.13.7 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.

4.13.8 Indemnity

- i. 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

4.13.9 Confidentiality

- i. 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.

4.13.10 Compliance with Statutory Laws

- i. All applicable laws of Japan including labour laws must be complied with/followed by the contractor/agency.

4.13.11 Intellectual Property Rights (IPR)

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

5. Eligibility Criterion

The interested bidder should meet the following minimum qualifying criteria:

5.1 Qualification Requirements

S. No.	Qualification Required	Documentary Evidence
1.	The bidding entity must be a legally registered entity in Japan	i. Copy of certificate of incorporation from the relevant authority along with name change if any. Should be certified by Statutory Auditor / Chartered Accountant or equivalent.
2.	The entity must have the rights/license to operate during the world expo, OSAKA	i. Empanelment documents from Expo Authority (if any). ii. Certificate on the Letter head of the bidder.
3.	The bidding entity must demonstrate an Average Annual Turnover of JPY 2.5 billion for any 3 of last 7 years financial years (FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24)	Certificate from the chartered accountant or equivalent to be provided as per the format given in this RFP at Annexure 2
4.	The bidding entity shall produce a certificate of solvency from its bank to the minimum extent of 70 million JPY (“Certificate of Solvency”) along with the Technical Proposal.	Certificate of Solvency from Scheduled bank/International bank provided as per the format given in this at Annexure 4
5.	The Bidder should not have been blacklisted or made ineligible by the Government of India and its Central PSUs and Government of Japan from participating in future bids due to unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or any other reasons, as on date of submission of the	Certificate duly signed by an authorized signatory from the bidding entity as per Annexure 8

S. No.	Qualification Required	Documentary Evidence
	Proposal.	
6.	Bidders must satisfy the following conditions:	
a	<p>The bidding entity must provide proof of performing similar works</p> <p>“Similar Work Experience may include staffing, operations, and management work in Bureau International des Expositions (BIE Expos) and International trade fairs”</p> <p>“International Trade Fair means an event where Companies from 20+ different countries participate to showcase their products and services”</p> <p>Bids invited must fulfil at least one of the following three (3) conditions for Similar Works to qualify for Technical Evaluation:</p> <p>Three (3) Similar Works, each costing at least JPY 1 Billion or More.</p> <p>OR</p> <p>Two (2) Similar Works, each costing at least JPY 1.5 Billion or More.</p> <p>OR</p> <p>One (1) Similar Work, costing at least JPY 2 Billion or More.</p>	<p>Proof of Performance as per the format given in Annexure 3.</p> <p>The contract/ work order should be in the name of bidder</p>
7.	The bidding entity must have a minimum workforce of 100 employees on its payroll as of	Self-Declaration from HR Head of the organization on the total number of employees on the

S. No.	Qualification Required	Documentary Evidence
	31 st March 2024.	entity's payroll as on 31 March 2024.
8.	ISO Certification	Proof of registration of valid ISO 9001certificates issued prior to 31 March 2024

6. Scope of Work

The Successful Bidder shall provide manpower for the following services for the entire period of the world Expo, Osaka 2025

6.1 Facility Management:

- a) Provide trained man power **on requirement basis catering to peak requirements apart from routine load and** to oversee the daily operations of the pavilion to ensure all systems are functioning properly. The scope of services for the manpower will include– cleaning, security, fire safety, visitor services, waste disposal and emergency response and compliance to disaster management regulations. The exclusions to scope of services will be operations and maintenance of utilities such as water, electricity, and HVAC systems. **The manpower shown in the financial bid are indicative which will be increased or decreased depending upon the requirement of smooth functioning of O&M of the pavilion.**
- b) Implement a regular cleaning schedule for all areas, including public spaces, exhibits, restrooms, and offices.
- c) Develop and execute a waste disposal plan in line with the Expo authority protocols.

6.2 Security Management:

- a) Provide trained manpower to monitor and secure the pavilion.
- b) Manage access to the pavilion.
- c) Monitoring the CCTV Systems in the India Pavilion.

6.3 Visitor Services

- a) Provide manpower for information desk to assist the visitors.
- b) Provide trained guides to provide informative tours of the pavilion and answer visitor questions about exhibits and displays.
- c) Provide interpreters proficient in both English and Japanese language to assist visitors.

- d) Provide manpower to man the first aid desk.
- e) Provide manpower for collecting visitor feedback through surveys and suggestion boxes.

6.4 Staff Management

- a) Provide training to staff members for various roles, including administrative, technical, and customer service positions.
- b) Manage staff schedules to always ensure adequate coverage.
- c) Monitor and evaluate staff performance regularly.
- d) Provide temporary staff in place of someone going on leave.

6.5 Fire Safety

- a) Manpower deployed at the Pavilion will be trained by the agency to act as first responders in case of any fire incident and also coordinating with the Emergency Wing of the Expo authorities. This will also include regular patrolling, monitoring fire safety equipment and responding to fire incidents promptly.
- b) Assist in conducting fire drills and evacuation procedures in coordination with Pavilion Deputy General Director / Fire Prevention Manager.
- c) Support in the maintenance and readiness of firefighting equipment, such as extinguishers, alarms, and sprinkler systems.
- d) Provide immediate first-response firefighting until local emergency services arrives.
- e) Participate in fire drills organized by the Expo Authorities.

6.6 Natural Disaster Management

- a) The Operations and Maintenance Agency will be responsible for training all pavilion staff on disaster management protocols in accordance with Expo 2025 guidelines, covering potential scenarios such as natural disasters. Regular drills and emergency response simulations will be conducted to

ensure staff preparedness and compliance with local regulations.

- b) Assist in conducting evacuation procedures, emergency response drills, and disaster simulations.
- c) Ensure the maintenance, readiness, and availability of emergency response equipment, such as first aid kits, emergency lighting, alarms, and communication systems, as per Expo 2025 requirements. This includes ensuring compliance with both Japanese safety regulations and international standards set by the Expo organizers.
- d) Provide immediate on-ground assistance during disasters, including basic first aid, initial emergency response, and support to evacuees until local emergency services arrive. Coordination with Expo 2025's central emergency services and local responders is critical.
- e) Continuously update and adapt disaster management protocols based on feedback from drills, actual events, and any revised Expo 2025 guidelines.

6.7 Operation Manuals

The Operations and Maintenance Agency will be responsible for the creation of the following key manuals:

- a) General Operations Manual: Outlining overall procedures for the daily functioning of the India Pavilion.
- b) Staff Operation Manual: Providing detailed guidelines for staff roles, responsibilities, and conduct, including staff scheduling, recruitment, and operational workflows.
- c) National Day/Special Day Manual: Establishing procedures and functions for National Day and Special Events.
- d) Cleaning, Security, and Maintenance Manual: Procedures for maintain cleanliness, security, and the upkeep of the Pavilion, including regular inspections, fire safety measures, and security protocols.

7. Evaluation Criterion

7.1 Technical Evaluation

7.1.1 The bidder who meets the Eligibility Criteria in Chapter 5 will qualify for the Technical Evaluation.

7.1.2 The bidder shall be marked as per the technical evaluation below:

S. No	Parameters	Marks	Documentary Proof
1.	<p>The bidding entity to demonstrate the Minimum Average Annual Turnover for any 3 of the last 7 financial years (FY 2017-18, FY 2018-2019, FY 2019-20, FY 2020-2021, FY 2021-22, FY 2022-23 & FY 2023-24):</p> <ul style="list-style-type: none"> • Turnover between JPY 2.5 billion up to 4 billion :15 Marks • Turnover between JPY 4.1 billion up to 5 billion: 20 Marks • Turnover more than JPY 5 billion: 25 Marks 	25	<ul style="list-style-type: none"> • Turnover Certificate from the Certified Public Accountant (CPA) or equivalent. • Entity Balance Sheet for any of the 3 FY from last 7 FY.
2.	<p>The bidder to demonstrate past involvement in World Expos organized by Bureau International des Expositions (BIE) and International Trade Fairs (25 Marks):</p> <p>The bidding entity shall be evaluated on their experience in providing similar services for World Expos sanctioned by the BIE and International Trade Fairs.</p> <p>“Similar Services include staffing, operations, facility management and management work in BIE Expos and International Trade Fairs”</p>	25	Work Orders/ Contracts/ Completion Certificate

S. No	Parameters	Marks	Documentary Proof
	<p>“International Trade Fair means an event where Companies from 20+ different countries participate to showcase their products and services”</p> <ul style="list-style-type: none"> • One (1) BIE Expo / International Trade Fair – 10 Marks • Two (2) BIE Expos /International Trade Fairs – 15 Marks • Three (3) BIE Expos / International Trade Fair – 20 Marks • Four (4) or More BIE Expos/ International Trade Fairs – 25 Marks 		
3.	<p>Manpower on the bidding entity’s payroll including Bench Strength as on the as on 31st March 2024:</p> <ul style="list-style-type: none"> • 100-300 Employees: 10 Marks • 301-500 Employees: 15 Marks • More than 500 Employees: 20 Marks 	20	Self-Certification from the HR Head of the entity giving the total employee strength
4.	<p>Technical Presentation to the Committee</p> <p>(Technical Presentation should comprise: Credentials, Approach and Methodology, Work Plan)</p>	30	Technical Presentation including Credentials, Approach and Methodology, Work Plan
	Total Marks	100	

7.1.2.1 Credentials

- i) The bidder shall provide a brief description of their entity which includes the business structure, location, mission, and vision statement.
- ii) The bidder shall provide details on their experience in providing manpower for Operations and Maintenance in World Expos, Exhibitions or any other international expos(if any)
- iii) The bidder may highlight any awards and recognition that they have received.
- iv) The bidder may present case studies of their operations showcasing successful projects.

7.1.2.2 Approach and Methodology

- i) In this section, the bidder should explain their understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.
- ii) The bidder should highlight their vision of executing the assignment and the approach they will take to execute the said vision.
- iii) The bidder should explain the methodologies that they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

7.1.2.3 Work Plan

- i) In this section, the bidder should propose and justify the main activities of the assignment/job to commence the services in Expo 2025, Osaka.
- ii) The bidder should propose a work plan that is consistent with the technical approach and methodology which highlights their understanding of the scope of work.

7.1.3 The Bidders shall present a technical presentation before a Technical Evaluation Committee appointed by GOI/ITPO on the scheduled date and time (to be intimated to the qualified bidders by email) on the above proposal consisting of Credentials, Approach & Methodology and Work Plan.

7.1.4 Bidders who achieve a score of 70 marks or more will be designated as "Technically Qualified". The Financial Proposals of "Technically Qualified" bidders only will be opened.

7.2 Financial Evaluation

7.2.1 The Technically Qualified Bidders shall quote on the BOQ attached below and in Annexure 6 of this RFP.

7.2.2 The resources required under Operations and Maintenance shall consist of the following:

Staff Requirement	Morning Shift (7 Hours)	Evening Shift (7 Hours)	Total Staff	Total Hours (Morning Shift)	Total Hours (Evening Shift)	Total Hours (A)	Rate per Hour (INR) (B)	Total Cost (INR) (A x B)
Deputy General Director	1	0	1	7	0	7		
Management Staff (Incl. Information Desks, First Aid Desk, Guides etc.)	3	2	5	21	14	35		
Security	3	2	5	21	14	35		
Cleaning	4	4	8	28	28	56		
Interpreter	2	2	4	14	14	28		
Total	13	10	23	91	70	161		

Notes:

- All rates quoted in the BOQ should be inclusive of all applicable taxes.
- The shifts have been divided into morning and evening each shift consisting of 7 hours of work per manpower excluding 1 hour break
- The manpower provided in the bid document is for evaluation of bid. In case ITPO or the expo organising committee feel that additional manpower is required, the same shall be provided by agency at the rates quoted in the Financial Bid.
- Temporary manpower will be called on a prior notice of 24 hours as per need of the India Pavilion. **It is reiterated that the manpower shown in the financial bid are indicative which will be increased or decreased depending upon the requirement of smooth functioning of O&M of the pavilion.**
- Other Staff Categories: Total hours are calculated based on the number of staff in each shift multiplied by 7 hours per shift.

7.2.3 The Bidder offering the manpower for Operations and Maintenance at the lowest cost shall be declared the Successful Bidder.

7.2.4 Any deviation/ redesign of the form of Financial Proposal shall result in rejection of the Proposal(s), unless the same is pursuant to an Addendum issued by India Trade Promotion Organization (ITPO)

8. Payment Schedule

8.1 The Operations and Maintenance Agency shall raise monthly invoices to ITPO (At the end of the month) under this clause after providing services covering the following components, as applicable for the month for which the invoice is being raised:

- (i) Manpower provided for Operation and Maintenance Services for the India Pavilion
- (ii) Record of extra manpower/extra items to be maintained by the deputed team/agency, so as to facilitate smooth payment at month end.
- (iii) Fee against any extra items/ manpower not covered in the price bid will be paid additionally that shall be worked out based on the following:
 - a) Additional manpower if required will be hired at the rates quoted in the BOQ by the Successful Bidder.

Note:

No advance payment shall be given to the Operations and Maintenance Agency before rendering the services.

Annexure 1: Technical Proposal

(I) Letter for Submission

We, [Bidder Name], hereby submit our Technical Proposal in response to the Request for Proposal (RFP) issued by India Trade Promotion Organisation (ITPO) for “ **Selection of Operations and Maintenance Agency for providing services at India Pavilion (Type X – A23) at Expo 2025, Osaka**”

Enclosed herewith are documents required as per Document Checklist providing comprehensive details of our entity's background, our track record in providing similar services, and our financial capabilities.

We hereby certify that all information provided in this proposal is accurate and complete to the best of our knowledge and belief.

(II) Document Checklist

S.No	Document Requirement	Eligible (Yes / No)	Document Attached	Pg. No
1.	Firm Registration			
1.1	Certificate of Incorporation of the entity in Japan.			
2.	Financial Eligibility:			
2.1	Summarized Balance Sheets and Statements of Profit and Loss (Audited) and attested by Chartered Account or equivalent for last 7 years. (FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23& FY 2023-24) (Annexure 2)			
2.2	Certificate of Solvency from Scheduled Bank (Annexure 4)			
4.	Undertaking and Certifications			
4.1	Undertaking of Not being blacklisted by Government of India or its entities or Government of Japan or its entities signed by an authorized signatory of the bidder (Annexure 8)			
4.3	Copy of ISO 9001 related credentials			
4.4	A minimum workforce of 100 employees on the bidding entity's payroll as of March 31, 2024 (Self-Certification from HR Head of the entity).			
5.	Previous Experience			

S.No	Document Requirement	Eligible (Yes / No)	Document Attached	Pg. No
5.1	To be submitted in the format prescribed in Annexure 3.			
6.	Technical Proposal Covering Credentials, Approach & Methodology and Work Plan			

Signature of Authorized Person: Name

Designation and Seal.....

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

Annexure 2: Format for Certified Public Accountant (CPA) or CPA Equivalent Certificate

Format for Certificate indicating minimum average annual turnover

Amount in JPY

Sr. No.	Particulars	FY 2023-24	FY 2022-23	FY 2021-22	FY 2020-21	FY 2019-20	FY 2018-19	FY 2017-18	Average of any 3 of last 7 Years (FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24)
1.	Annual Turnover								

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

Unique Document Identification Number (UDIN): _____

Signature _____

Name of the Statutory Auditor _____

Membership No _____

Designation _____

Name of the Audit Firm _____

FRN _____

(Seal of the firm)

DATE _____

Note:

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

SIGNATURE _____

NAME _____

DESIGNATION _____

ENTITY SEAL

ENTITY _____

DATE _____

Annexure 3: Format for Listing Similar Work Experience

BIE EXPO/ International Trade Fair Work Experience

To be submitted on Entity Letter Head

Assignment Name:	Approx. Value of the Assignment (In JPY):
Country: Location within country:	Duration of assignment (months):
Name of Authority:	Total number of staff-months:
Names of Senior Staff (Project Director/Coordinator, Team Leader) Involved, and functions performed:	
Narrative Description of Project:	
Description of Actual Services Provided	

*Kindly provide supporting document such as assignment/contract/agreement/work order/competition certificate copy etc.

*Kindly provide satisfactory completion certificate from the Authority(ies).

Annexure 4: Form of Bankers Certificate from Scheduled Bank

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

.....

.....
.... 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 JPY.....

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 _____, ITPO.

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

Annexure 5: Financial Letter

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

(Date and Reference)

To,

Dear Sir,

Subject: Appointment of Operations and Maintenance Agency for providing manpower at India Pavilion (Type X – A23) at Expo 2025, Osaka.

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm for providing manpower for Operations and Maintenance at Expo 2025, Osaka.

I/We agree that this offer shall remain valid for a period of 120 (One Hundred and Twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

Annexure 6: Financial Proposal

FINANCIAL BID

1) The bidder shall quote as per the following prescribed format.

Staff Requirement	Morning Shift (7 Hours)	Evening Shift (7 Hours)	Total Staff	Total Hours (Morning Shift)	Total Hours (Evening Shift)	Total Hours (A)	Rate per Hour (INR) (B)	Total Cost (INR) (A x B)
Deputy General Director	1	0	1	7	0	7		
Management Staff (Incl. Information Desks, First Aid Desk, Guides etc.)	3	2	5	21	14	35		
Security	3	2	5	21	14	35		
Cleaning	4	4	8	28	28	56		
Interpreter	2	2	4	14	14	28		
Total	13	10	23	91	70	161		

Notes:

- All rates quoted in the BOQ should be inclusive of all applicable taxes.
- The shifts have been divided into morning and evening each shift consisting of 7 hours of work per manpower excluding 1 hour break
- The manpower provided in the bid document is for evaluation of bid. In case ITPO or the expo organising committee feel that additional manpower is required, the same shall be provided by agency at the rates quoted in the Financial Bid.
- Temporary manpower will be called on a prior notice of 24 hours as per need of the India Pavilion. **It is reiterated that the manpower shown in the financial bid are indicative which will be increased or decreased depending upon the smooth O&M of the pavilion.**
- Other Staff Categories: Total hours are calculated based on the number of staff in each shift multiplied by 7 hours per shift.

Annexure 7: Performance Bank Guarantee Form

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.:

Bank Guarantee:

Date:

Sir/Madam,

In consideration of ITPO (hereinafter referred as the “Authority”, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Agency] a [type of entity], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the Agency which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Agreement by issue of Authority’s Agreement Letter of Award No.[reference] dated [date] and the same having been unequivocally accepted by the Agency, resulting in an Agreement valued at JPY [amount in figures and words] for (Scope of Work/Terms of Reference) (hereinafter called the “Agreement” and the Agency having agreed to furnish a Bank Guarantee amounting to JPY [amount in figures and words] to the Authority for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address] (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Authority immediately on demand an or, all monies payable by the Agency to the extent of JPY [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse, or protest and/ or without any reference to the Agency. Any such demand made by the Authority on the Bank shall be conclusive and binding notwithstanding any difference between the Authority and the Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Authority discharges this guarantee. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the

advance or to extend the time for performance of the Agreement by the Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the Agreement or other documents. The Authority shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Authority and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Agreement between the Authority and the Agency any other course or remedy or security available to the Authority. The Bank shall not be relieved of its obligations under these presents by any exercise by the Authority of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Authority or any other indulgence shown by the Authority or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank

The Bank also agrees that the Authority at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee that the Authority may have in relation to the Agency's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder. This Guarantee shall not be affected by any change in the constitution or winding up of the Agency /the Bank or any absorption, merger or amalgamation of the Agency /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to JPY [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s[name of Bidder Agency] on whose behalf this guarantee has been given.

Date this [date in words] day [month] of [year in yyyy format] at [place].

WITNESS

1. [signature, name, and address]

2. [signature, name, and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the Bank Guarantee. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (Scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Authority.

Annexure 8: Letter of Undertaking for Blacklisting

To be submitted on Entity Letterhead

[Location, Date]

I, the undersigned hereby give a certificate that our firm _____ is a registered firm as Commercial Registration Act of Japan, as on Proposal Due Date. Firm has not been blacklisted by Government of India and its Central PSUs and Government of Japan in relation to the professional services performed by it that adversely impacts its ability to provide services as referred under this RFP.

If at any time it is found out that our firm “_____” did not have the capabilities as enumerated above, ITPO may put the Bidder in blacklist without prejudice to any other civil/ criminal action under the law and rejection of their proposal. Any such findings after the agreement with successful Bidder may result in forfeiture of the performance guarantee as a penalty.

[Bidder’s Name]

Title

Signature

NOTE: - Supporting documents may include the following: - 1. The Bidder shall furnish its certificate of incorporation/ registration under the laws of Japan).