



ITPO

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

REQUEST FOR PROPOSAL

**FOR
SELECTION OF AGENCY
FOR
PROVIDING CONCEPTUAL DESIGN, SCENOGRAPHY AND
ARCHITECTURAL SUPERVISION FOR THE INDIA
PAVILION
AT WORLD EXPO 2025, OSAKA
(April 13th - October 13th, 2025)**

No. ITPO/World Expo 2025/C& D(I)/2023

October 2023

(Pragati Bhawan, Pragati Maidan, New Delhi-110001)

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DISCLAIMER

1. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP and this Document should neither be construed as an agreement nor an offer by ITPO (ITPO):
2. ITPO does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP and it is not possible for ITPO to consider particular needs of each party who reads or uses this RFP. This RFP includes statements which reflect various assumptions and assessments arrived at by ITPO in relation to the statement of work to be performed by the selected Bidder. Such assumptions, assessments and statements do not purport to contain all the information that Bidders may require. Each Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP and obtain independent advice from appropriate sources.
3. ITPO will not have any liability to any Bidder or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP or any matter deemed to form part of this RFP, the Award of the Assignment, the information and any other information supplied by or on behalf of ITPO or their employees or Agency or otherwise arising in any way from the Selection Process pursuant to this RFP. ITPO will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any person upon any statements contained in this RFP.
4. ITPO will not be responsible for any delay in receiving the proposals. This RFP does not imply that ITPO is bound to select any Bidder for the scope of work described herein and ITPO reserves the right to accept/reject any or all of proposals submitted in response to RFP at any stage without assigning any reasons whatsoever. ITPO also reserves the right to withhold or withdraw the bid process at any stage.
5. The information provided hereunder is not exhaustive and should not be regarded as a complete or authoritative statement of law. ITPO accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. ITPO reserves the right to change/ modify/ amend/ cancel any or all provisions of this RFP. Such revisions to the RFP / amended RFP will be made available at the CPPP portal, as applicable.

SECTION 1: LETTER OF INVITATION

1.1 Background

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.

ITPO has been appointed as nodal agency by Govt. of India in setting up India Pavilion at World Expo, 2025 scheduled to be held from 13th Apr. 2025 to 13th Oct. 2025 at Osaka, Japan. The theme of World Expo 2025, Osaka is "Designing Future Society for Our Lives," and sub-theme being "Saving Lives" "Empowering Lives" and "Connecting Lives".

1.2 Objectives

The RFP has been issued to select a Bidder as a Pavilion Design and Management Agency ("**PDMA**") to undertake activities related to India's participation in World Expo, OSAKA, as per the scope specifically elaborated in Section 5 of this RFP (the "**Assignment**"). The selection of the successful Bidder will be as per Quality and Cost Based Selection (QCBS) process.

The RFP includes the following Documents:

- Section 1: Letter of Invitation
- Section 2: Instructions to Bidder
- Section 3: Technical Proposal - Standard Forms
- Section 4: Financial Proposal - Standard forms & Price Bid
- Section 5: Terms of Reference
- Section 6: Standard form of Contract

The RFP document, notices and any clarifications/ corrigenda will be published only on Central Public Procurement Portal (www.eprocure.gov.in), ITPO website and website of Department of Commerce for wide publicity.

SECTION 2: INSTRUCTIONS TO BIDDERS

2.1 Introduction

2.1.1 ITPO, New Delhi represented by its Chairman and Managing Director (CMD) (the “**Authority**”) intends to select a PDMA for providing, *inter alia*, concept design support to ITPO for the setting up the India Pavilion at World Expo, OSAKA. ITPO has been entrusted by Department of Commerce (DoC), Government of India to coordinate activities related to India Pavilion at the World Expo in accordance with the method of selection specified in clause 2.3 of this RFP (“**Data Sheet**”). In case a Bidder possesses the requisite experience and capabilities required for undertaking the Assignment, it may participate in the bid as per clause 2.13 ‘Data Sheet’ of the RFP (the “**Bidder**”). The term Bidder used herein would apply to a single entity or a consortium comprising not more than 3 entities .IT IS CLARIFIED THAT **BIDDING AS A CONSORTIUM IS ALLOWED UNDER THE RFP, PROVIDED THAT THE LEAD PARTNER OF SUCH CONSORTIUM SHALL BE AN ARCHITECTURE FIRM (for more details please see clause 2.2.10 of this RFP). BIDDERS ARE PERMITTED PARTNER WITH CONSULTANTS/CONTRACTORS TO MEET THE QUALIFICATION CRITERIA UNDER THIS RFP. THE DETAILS OF SUCH ARRANGEMENT MUST BE SUBMITTED AS A PART OF THE BID.** The Bidder is advised that the selection shall be on the basis of an evaluation by the Authority or committee(s) constituted by the Authority for this purpose, in accordance with the procedure specified in this RFP (the “**Selection Process**”). Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are final without any right of appeal whatsoever.

2.1.2 The Bidders are invited to submit **Technical and Financial Proposals** (collectively referred to as the “**Proposal**”), as specified in the section 2.5, to deliver the services required for the Assignment. The Proposal will form the basis for award of Assignment to the Successful Bidder as defined in Clause 2.7.1 of the RFP. The Bidder shall carry out the Assignment in accordance with the Terms of Reference provided in Section 5.0 of RFP (the “**Terms of Reference**” or “**TOR**”).

2.1.3 The Bidder 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.

2.1.4 Acknowledgement by the Bidder

- (i) 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 of 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.
- (ii) The Authority and/ or its employees, agents, advisors and consultants shall not be liable for any omission, mistake, or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority and/ or its employees, agents, advisors and consultants.

2.1.5 Number of Proposals: No Bidder shall submit more than one Proposal.

2.1.6 Cost of preparing the Proposal: Bidders 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 LO, without thereby incurring any liability to the Bidders.

2.1.7 Authority requires that the Bidder hold Authority's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Authority and the Project.

2.1.8 It is the Authority's policy to require that the Bidders observe the highest standard of ethics during the Selection Process and execution of Assignment. In pursuance of this policy, the Authority:

- a) will reject the Proposal for award if it determines that the Bidder has engaged in corrupt or fraudulent activities in competing the Assignment or any part thereof;
- b) will declare an Bidder ineligible, either indefinitely or for a stated period of time, from being awarded any contract or assignment if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing in the tender process pursuant to the RFP or during the execution of the Assignment.

2.1.9 Right to reject any or all Proposals:

- (i) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation whatsoever, and without assigning any reasons thereof.
- (ii) Without prejudice to the generality of above, the Authority reserves the right to reject any Proposal if:
 - a) at any time, a material misrepresentation is made or discovered or

- b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- (iii) Such misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified/ rejected, then the Authority reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2.1.10 Consortium:

- (i) The Bidder can be a single entity or a Consortium of not more than three entities, where the Lead Partner must be an architecture firm. The consortium may take the form of joint venture (“**JV**”)
- (ii) The relevant members of the Consortium shall enter into a legally binding agreement for the purpose of submitting a Proposal (“**JV Agreement**”). The JV Agreement to be submitted along with the Proposal, shall, inter alia.
 - (a) Set out a clear outline/ brief description of the proposed roles and responsibilities of the individual members; and
 - (b) Include a statement to the effect that all members of the consortium shall be liable jointly and severally for all obligations in relation to the RFP until the date the Agreement is signed
- (iii) The member in a consortium that holds more than 50% shareholding, is responsible for more than 50% of the financial obligations and envisages to be the recipient of more than 50% of the receivables under the JV Agreement shall be the lead partner (“**LEAD PARTNER**”)
- (iv) Only the Lead Partner of the Consortium can submit the Proposal.
- (v) The Bidder/Lead Partner should have a registered office in India.
- (vi) The Lead Partner should be authorized to incur liabilities and to receive instructions for and on behalf of the consortium.
- (vii) No change in the composition of the Consortium will be permitted by ITPO during the term of the Agreement without its express written approval.

2.2 Clarification and amendment of RFP Documents

2.2.1 Bidders may seek clarification on this RFP Document, before the date as provided in clause 2.13: Data Sheet of the RFP. Any request for clarification must be sent by standard electronic means (PDF and/or word file) to the address as provided in the Data Sheet. Notwithstanding anything contrary to 2.2.2, the Authority will endeavour to respond to the queries prior to the Proposal Due Date.

2.2.2 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. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may at its discretion extend the Proposal Due Date.

2.2.3 Date of Pre-Bid Meeting and venue is mentioned in Data Sheet. The conduct of Pre-Bid Meeting shall be followed in accordance with the provisions of section 2.10.

2.3 Earnest Money Deposit and Performance Guarantee

2.3.1 An Earnest Money Deposit (“**EMD**”) should in the form of demand draft issued from any of the scheduled commercial bank or RTGS/NEFT and should be valid for a period of 90 days beyond the Bid Validity Period (see Data Sheet), in favour of **GM (Works), India Trade Promotion Organisation, New Delhi**, payable at New Delhi, for the sum as provided in the Data Sheet shall be required to be submitted by each Bidder in accordance with section 2.5.1.

2.3.2 The Demand Draft in original shall be placed in an envelope and marked as — [EMD for Selection of PDMA] and not to be opened except in the presence of Authority or an evaluation committee constituted by ITPO. Proposals received without the specified EMD will be summarily rejected.

2.3.3 Authority will not be liable to pay any interest on EMD. EMD of Bidders who do not qualify or qualify but not found successful 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 Authority. The EMD of Successful Bidder shall be returned adjusted against Security deposit to be deducted progressively from the bills to be paid time to time—.

2.3.4 Authority will be entitled to forfeit and appropriate the EMD as loss and damage payable to Authority in regard to the RFP without prejudice to Authority’s any other right or remedy under the following conditions:

- (i) If an Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as envisaged under this RFP (including the Standard Form of Contract); or
- (ii) 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
- (iii) In case of Successful Bidder, if the Successful Bidder fails to accept the Agreement or fails to provide the Performance Guarantee within specified time limit, or
- (iv) If the Bidder commits any breach of terms of this RFP or is found to have made a false representation to Authority.

2.3.5 **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 Authority in the form of a Bank Guarantee as per format specified in the RFP. The Performance Guarantee—shall be returned after the completion of the project. The Successful Bidder shall be required to submit the Performance Guarantee with validity and claim period complying to above mentioned timelines.

2.3.6 Any entity which has been barred by the Central Government, any State Government, a statutory authority, or a public sector undertaking, as the case

maybe, from participating in any project or tender and the bar subsists as on Proposal Due Date, would not be eligible to submit a Proposal.

- 2.3.7 An Bidder should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder any member of a consortium participating in this bid, nor been expelled from any project or agreement nor have had any agreement terminated for breach.

2.4 Preparation of proposal

2.4.1 Language and Format:

Bidders are requested to submit their Proposal only in English language and strictly in the formats provided in this RFP.

- 2.4.2 In preparing their Proposal, Bidders are 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.

- 2.4.3 The technical proposal should provide the Documents as prescribed in Section 3 of this RFP. No information related to financial proposal should be provided in the technical proposal.

- 2.4.4 Failure to comply with the requirements spelt out above shall lead to Authority 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.

- 2.4.5 The Proposals must be signed by the Authorized Representative as detailed below:

- (i) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (iii) by a duly authorized person holding the Power of Attorney / authority through a certified Board Resolution, in case of a private company, a public company or a corporation.

- 2.4.6 Bidders should note the Proposal Due Date, as specified in clause 2.12 below, 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 on the basis of information received by Proposal Due Date as specified in 2.12. Bidders will ordinarily not be asked to provide additional material information or Documents subsequent to 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.

2.4.7 Financial proposal

While preparing the Financial Proposal, Bidders are expected to take into account the various requirements and conditions stipulated in this RFP. The Financial Proposal should be a lump sum proposal inclusive of all the costs

associated with the Assignment. While submitting the Financial Proposal, the Bidder shall ensure the following:

- (i) All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (expatriate and resident, in the field, office, etc.), local transportation at the location of deployment, equipment, printing of documents, secondary and primary data collection, etc. 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.
- (ii) The Financial Proposal shall take into account 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. For the avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Bidder shall be paid only GST over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per applicable laws.

2.4.8 The proposal should be submitted as per the standard Financial Proposal Price Bid/BOQ attached with RFP.

2.4.9 Bidders shall express the price of their services in Indian Rupees only.

2.5 Guidance to Bidder

2.5.1 The Bidders are required to submit their Proposals electronically on the CPP Portal, using valid Class II or Class III digital signature certificates with signing key usage (“DSC”). The instructions given below are meant to assist the Bidders on the CPP Portal, prepare their Proposals in accordance with the requirements and submit their Proposals online on the CPP Portal.

Further information regarding submission of Proposals on the CPP Portal (defined below) may be obtained from: <https://eprocure.gov.in/eprocure/app>

2.5.2 Due Date for submission:

- a) The Application or its modifications must be submitted no later than the deadline mentioned in the Schedule of Selection Process, or any extension to this deadline. The Authority will not accept any Proposal or its modification after the deadline. Applications submitted by any other mode or in a manner other than mentioned in 2.5.1 shall not be accepted.
- b) Authority may, at its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.2.1, uniformly for all Bidders.

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

2.6 Proposal Evaluation

- 2.6.1 After the deadline for submission of proposals, envelopes containing EMD and Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Bidders meet the prescribed Minimum Qualification Criteria. The Pre-Qualification Proposal (Form 3A–3G) submitted shall be checked to evaluate whether the Bidder meets the prescribed Minimum Qualification Criteria. The Technical and Financial Proposals shall remain sealed until then.
- 2.6.2 The Technical Proposal shall be opened and evaluated only for those Bidders who are found qualified as per 2.6.1 above. The Technical Proposal (Form 3H-3J) of Bidders who meet the Minimum Qualification Criteria, shall be checked against technical evaluation requirements of the RFP. The Financial Proposal will be opened of only the Bidder(s) found technically qualified as section 5 of the RFP.
- 2.6.3 After the Proposal submission until the issue of 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.
- 2.6.4 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) Technical Proposal stage

- (i) The Technical Proposal is received in the form and manner specified in this RFP;
- (ii) It does not contain any condition or qualification; and
- (iii) It is not non-responsive in terms hereof.
- (iv) The proposal qualified as per criteria specified for technical evaluation in Section 5 of this RFP.

b) Financial Proposal stage

- (i) The Financial Proposal is received in the form and manner specified in this RFP;
- (ii) It does not contain any condition or qualification; and
- (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.

- 2.6.5 In case an Bidder does not fulfil the criteria of any stage, the Proposal of such an Bidder will not be evaluated further.

2.7 Letter of Acceptance and Agreement

- 2.7.1 After selection as per section 5 of the RFP, a letter of Acceptance (LoA) will be issued by the Authority to the Successful Bidder (the “**Successful Bidder**”) and the Successful Bidder shall, within 3 (three) days of the receipt shall sign and return the LoA to the Authority. In the event, LoA duly signed by Successful Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Successful Bidder to acknowledge the LoA, and the next highest-ranking Bidder may be considered. Within 3 (three) days of the issue of LOA, the Successful Bidder shall enter into an agreement with ITPO as per format prescribed in this RFP (Standard Form of Contract) to govern the terms of the Assignment.
- 2.7.2 Performance Guarantee: The Successful Bidder shall within 10 days of issue of LoA submit a Performance Guarantee of amount and in the manner as specified in section 2.3.5.

2.8 Confidentiality

Information relating to evaluation of Proposals and recommendations concerning grant of the Agreement shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the Successful Bidder has been notified through issue of Letter of Award as 2.7.1.

2.9 Corrupt and Fraudulent Practices

- 2.9.1 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, 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, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- 2.9.2 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 Agency 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 or Agency, 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 may be.

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

“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/ adviser of the Authority in relation to any matter concerning the Project;

(a) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(b) “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;

(c) “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

(d) “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.

2.10 Pre-Bid Meeting

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

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

2.11 Miscellaneous

2.11.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

2.11.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (i) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (ii) consult with any Bidder in order to receive clarification or further information;
- (iii) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
- (iv) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

2.11.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority of any liability of its employees, agents and advisers, irrevocably, unconditionally, fully and finally and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future in respect of the proposal.

2.11.4 All Documents and other information provided by Authority or submitted by an Bidder to Authority shall remain or become the property of Authority. Bidders and the Agency, as the case may be, are to treat all information as strictly confidential. Authority will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner available with the Bidder to Authority in relation to the assignment shall be the property of Authority. The pre-existing and proprietary Intellectual Property Rights of the Bidder shall remain with the Bidder.

2.11.5 The Authority reserves the right to make inquiries with any of the previous clients of the Bidder(s), claimed and stated in their previous experience submissions against required criteria of RFP.

2.12 Schedule of Selection Process

The Authority will endeavor to follow following schedule: -

S. No.	Activity	Date and Time
1.	Date of issue of RFP	06.10.2023
2.	Query submission end date	12.10.2023
3.	Pre-bid meeting	13.10.2023

4.	Response to queries/requests for clarification	16.10.2023
5.	Proposal Submission end date	26.10.2023
6.	Opening of Proposal	27.10.2023
7.	Presentation by qualified bidders	30.10.2023
8.	Opening of Financial Proposal	To be intimated to technically qualified bidders

2.13 Data Sheet

Sr. No.	Description	Detail	
(1)	Name of work:	Selection of Agency for providing conceptual design, scenography and architectural supervision for the India Pavilion at World Expo 2025, OSAKA	
(2)	Engineer-in-Charge	General Manager (Works), ITPO, Pragati Maidan, New Delhi-110001 Cell: 9818514779; 9958469778 Email: gmprojects@itpo.gov.in / rahulbhatia@itpo.gov.in	
(3)	Tender fee	Rs.5,900/- incl. GST @18%	
(4)	Earnest money	Rs.20.00 Lakh Which shall be refunded after submission of Performance Guarantee by the Selected Bidder. In respect of the other Bidders, it shall be refunded immediately after their disqualification at appropriate stages. Rs.20 Lakhs is required to be paid through DD/RTGS/ NEFT etc.	
(5)	Performance Guarantee	(Five percent) 5% of Bid Value	
(6)	Security Deposit	2.5% of Bid Value	
(7)	Accepting Authority	CMD, ITPO	
(8)	Bid Validity Period	90 days from the date of opening of Financial Proposal.	
(9)	Bank details	Name of the Beneficiary	ITPO
		Name of the Bank	CENTRAL BANK OF INDIA
		Brach Address	PRAGATI MAIDAN, NEW DELHI-110001
		Account No.	1167404133
		Type of Account	SAVINGS
		IFSC Code	CBIN 0284078

(10)	Method of Selection	The Agency will be selected on Quality and Cost Based Selection (QCBS)
(11)	Queries Clarification and	Bidders shall share the MS Word file in soft copy of pre-bid queries at the time of requesting clarifications. The address for requesting clarification is: General Manager (Works), ITPO Pragati Bhawan, Pragati Maidan New Delhi-110001 (INDIA) Email: gmpromjects@itpo.gov.in / rahulbhatia@itpo.gov.in
(12)	Pre-Bid Meeting	Time of pre bid meeting --:-- PM, at the Official Address: ITPO, Pragati Bhawan, Pragati Maidan, New Delhi-110001 (INDIA)
(13)	Submission details	Submission of Proposal before 1600 hours (IST) of the scheduled last date as per 2.12. The proposal will be submitted in a sealed cover as per 2.5.1. The address for submission of physical proposal is: CMD, ITPO, Pragati Bhawan, Pragati Maidan, New Delhi-110001 (INDIA)
(14)	Currency of Financial Proposal	The Bidder to state cost in Indian Rupees only

2.14 Currency conversion rate and payment

2.14.1 For the purposes of technical evaluation of Bidders, Rs. 84(Rupees eighty-four) per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

2.14.2 All payments to the Pavilion Design and Management Agency (PDMA) shall be made in INR in accordance with the provisions of this RFP. All exchange rate risks and charges for conversion, if any, shall be borne by the Agency.

2.15 Conflict of Interest

2.15.1 An Bidder shall not have a conflict of interest that may affect the Selection Process or the fair participation of Agency, as specifically elaborated under 2.15.3

and 2.15.4 (the “**Conflict of Interest**”). Any Bidder found to have a Conflict of Interest shall be disqualified.

2.15.2 The Authority requires that the Agency provides professional, objective, and impartial advice and at all times hold the Authority’s interest’s paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.15.3 Without limiting the generality of the above, an Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (i) if it has common controlling shareholder(s) with another Bidder; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, as the case may be, in the other Bidder is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this clause 2.15.3(i), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a member of one consortium Bidder is also a member of another consortium Bidder; or
- (iii) a Bidder or its member/shareholder receives or has received any direct or indirect subsidy or grant from any other Bidder or its member/shareholder or has provided any such subsidy, grant, to any other Bidder or member/shareholder thereof; or
- (iv) such Bidder has the same legal representative for purposes of this RFP as any other Bidder; or
- (v) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s

information about, or to influence the Proposal of either or each of the other Bidder; or

- (vi) there is a conflict between the Assignment, and other assignments of the Bidder (including its personnel and sub-Contractor or consultant) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Selected Bidder will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Selected Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (vii) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.15.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or

SECTION 3: TECHNICAL PROPOSAL – STANDARD FORMS

3.1 Technical Proposal (3A-3I)

- (i) Form 3A: Self-certification of operation for minimum eligibility and of not being blacklisted
- (ii) Form 3B: Format for Cumulative Annual Turnover of the Bidder
- (iii) Form 3C: Format for highlighting relevant experience
- (iv) Form 3D: Board Resolution
- (v) Form 3E: Integrity Pact
- (vi) Form 3F: Technical Proposal Submission Form
- (vii) Form 3G: Profile of the agency
- (viii) Form 3H: Format for CV of the professional staff proposed
- (ix) Form 3I: Work Plan with Approach and methodology

Form 3A: Self-certification of operation for minimum eligibility and of not being blacklisted

To be submitted on Company Letterhead
[Location, Date]

I, the undersigned hereby give a certificate that the our firm _____ is a registered firm and has been in operation for a minimum of 10 years, as on Proposal Due Date. Our firm has not been blacklisted by any Central/ State Government or any Public Sector undertaking in India 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 Companies Act, 1956/ 2013, or Limited Liability Partnership Act, 2008 respectively and its charter documents).

Form 3B: Format for Cumulative Annual Turnover of Bidder

To be submitted on Company Letterhead

S. No.	Financial Years	Total Turnover (INR)
1	2022-23	
2	2021-22	
3	2020-21	

Certificate from the Statutory Auditor / Chartered Accountant

This is to certify that [name of company] [registered address] has received the payments shown above against the respective three financial years from the business of providing Consultancy and Other Services.

Designation

Name of firm

Signature of Authorized Signatory and Seal of Audit Firm

Note:

1. In case the Bidder does not have a statutory auditor, it may provide the certificate from its Chartered Accountant with the Bidder certifying that it does not have a statutory auditor
2. Please do not attach any printed Annual Financial Statement

Form 3C: Format for highlighting relevant experience*

To be submitted on Company Letterhead

Assignment Name:	Approx. Value of the Assignment:
Country: Location within country:	Duration of assignment (months):
Name of Authority:	Total number of staff-months:
Address of Authority:	Completion Date (Month/Year) and reasons for delay, if any, along with supporting documents
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 copy etc.

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

Form 3D: Board Resolution

To be submitted on Company Letterhead

The Bidder should submit a copy of board of resolution in support of the Authorized Signatory including Partner, as per Applicable Laws.

To be submitted on Company Letterhead

Between [name of the Authority] hereinafter referred to as "The Principal",

and

[Name of the Bidder] hereinafter referred to as "The Bidder"

Preamble

The Principal intends to award, under laid down organizational procedures, contract for **[Name of the Assignment]**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor(IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 — Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles; -

- (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- (c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in, this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 — Commitments of the Bidder(s)/ contractor(s)

(1) The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any

advantage of any kind whatsoever during the tender process or during the execution of the contract.

- (b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of proposals or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be IN Indian Rupees only.
- (e) The Bidder(s)/ Contractor(s) will, when presenting his proposal, disclose any /all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s) (Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)(Contractor(s) from the tender process or take action as per the procedure mentioned in the Guidelines on Banning of business dealings", Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B"

Section 4 — Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal shall be entitled to demand and recover the damages by forfeiting Earnest Money Deposit.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 — Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 — Equal treatment of all Bidders / Contractors / Subcontractors

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity this Integrity pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 — Criminal charges against violating Bidder(s) / Contractor(s) /Subcontractor (s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal Win Inform the same to the Chief Vigilance Officer.

Section 8 — Independent External Monitor/Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman.

(3) The Bidder(s) 'Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under Contractual obligation treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the CMD, ITPO (ITPO) within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to on the same terms as being extended to / provided to Independent Directors on the MoCI Board.

(8) If the Monitor has reported to the ITPO, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the CMD, ITPO has not, within the reasonable action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the CMD, India Trade Promotion Organization its associates

Section 10 – Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the principal, i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal) (For & on behalf of Bidder/Contractor)

Place:

Date:

Witness 1:

Name and Address:

Witness 2:

Name and Address:

To be submitted on Company Letterhead

Form 3F: Technical Proposal Submission Form

[Location, Date]

To

Chairman and Managing Director
ITPO
Pragati Bhawan, Pragati Maidan
New Delhi-110001 (INDIA)

RFP dated [date] for selection for [name of assignment].

Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Bidder] with the following address[address for communication]If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFP.

We understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. We shall make available to Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project, assignment or contract by any public or private authority nor have had any assignment or contract terminated by any public or private authority for breach on our part, that restricts our ability to provide the proposed services.

6. We declare that:

- a) We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
- b) We do not have any conflict of interest in accordance with the terms of the RFP;
- c) We have not directly or indirectly engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Authority or any other public sector enterprise or any government, Central or State; that adversely impacts its ability to provide services as referred under this RFP; and
- d) We hereby certify that we have taken steps to ensure that we will not engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders.

8. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence (including security and integrity) committed by us that restricts our ability to provide services as referred under this RFP and which relates to a grave offence that outrages the moral sense of the community. We further certify that we have not been barred in relation to the professional services performed by us, by the central government, any state government, a statutory body or any public-sector undertaking, as the case may be, from participating in any project or bid that adversely impact its ability to provide the proposed services.

9. We further certify that no investigation by a regulatory authority is pending either against us or against the engagement partner and professionals providing services under this RFP, that restricts our ability to provide the proposed services

10. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Authority in connection with the selection of Agency or in connection with the selection process itself in respect of the above-mentioned Project.

11. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.

12. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding onus.

13. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain,

Yours Sincerely,

Authorized Signatory [in full and initials]

Name and Title of Signatory

Name of Firm:

Address:

Telephone:

Fax:

Email:

(Name and seal of the Bidder/Member in Charge)

Form 3G: Profile of the Bidder

[Location, Date]

Brief Profile of Bidder (in one page) with its address for communication in all forms. Any other information to highlight the capability of the Bidder. In addition to overall experience of the Bidder, details of specific consultancy projects/studies undertaken may be provided including Assignment / project name, description of services provided, approximate value of assignment, country & location, duration of assignment, name of Authority, starting & completion dates, names of associates (other than employees), if any.

Number of offices with locations in India are also to be indicated.

Form 3H: Format for CV of the professional staff proposed

Name	
Position	
Date of Birth	
Educational Qualification	
Employment Record From To Company Position Held	
Brief Profile	
Countries of Work	
Quality of Experience (Years of Experience, type, and number of projects)	
Languages	
Knowledge / experience of relevant fields	
Certifications	
Work undertaken that illustrates the capability to handle the task assigned Year: Location: Authority: Positions Held: Main Functions: Activities Performed:	

Certification

I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature of staff member/Authorized signatory
&Place

Date

Form 3I: Proposed Approach and Methodology (A&M)

Technical approach with methodology and work plan are key components of the Technical Proposal. The Bidder is suggested to present its Technical Proposal divided into the following chapters:

1. Detailed Approach and methodology
2. Work Plan - Activity schedule and deliverables at various stages of the consultancy while keeping in view the time for approval, identification of resources personnel, data points etc. Critical areas have to be identified for progress to be ensured as per work plan.
3. Team size along with the profile of work to be undertaken by the team members. The team should be well augmented, as there is requirement of visiting all States/UTs in a restricted timeframe for collecting the inputs related to consultancy.

SECTION 4: FINANCIAL PROPOSAL - STANDARD FORMS

4.1 Form 4A: Financial Proposal Submission

Form 4A: Financial Proposal Submission Form

[Location, Date]

To

Chairman and Managing Director
ITPO
Pragati Bhawan, Pragati Maidan
New Delhi-110001 (INDIA)

Dear Sir,

Subject: Services for [name of assignment].

We, the undersigned, offer to provide the services for [name of assignment] in accordance with your Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures] (excluding service tax)

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date]. We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely —Prevention of Corruption Act 1988.

We understand you are not bound to accept any Proposal you receive.

Yours Sincerely,

Authorized Signatory [in full and initials]

Name and Title of Signatory

Name of Firm:

Address:

Telephone:

Fax:

Email:

(Name and seal of the Bidder / Member in Charge)

SECTION 5: TERMS OF REFERENCE

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14. Technical Evaluation
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- 1. Introduction – World Expo, OSAKA:** World Expo 2025 is an upcoming World Expo organised and sanctioned by the Bureau International des Expositions (BIE), which will be held in Osaka, Japan. It will take place for six months during 2025, opening 13 April 2025 and closing 13 October 2025.

The theme of the World Expo, Osaka, Japan is “Designing Future Society for Our Lives” and sub-themes being “Saving Lives” “Empowering Lives” and “Connecting Lives”.

The Government of India intends to have a strong, noticeable presence to showcase the rapid strides undertaken by it and its varied achievements, more so in the recent times, reflecting on its emergence as a major global player in designing the society of the future. It is proposed to create a world-class exhibition pavilion with grandeur and excellence, as an architectural icon complemented by modern facilities representing the spirit of this Expo. It is proposed to depict both traditional and modern India in the India Pavilion and relate these to the theme and the sub-theme while simultaneously demonstrating peaceful coexistence of nature and developments undertaken by mankind.

- 2. Role of ITPO:** India Trade Promotion Organization (ITPO) has been appointed as nodal agency by Govt. of India is setting up India Pavilion at World Expo, 2025 (13th Apr. 2025 to 13thOct. 2025) at Osaka Japan.
- 3. Overall Objectives and Guiding Principles:** The India Pavilion will be a temporary structure which will be demolished after the completion of the Expo (six months). The key principles guiding the pavilion development in enunciated as: -

- **Iconic & Defining:**

The structure should be iconic in design and represent the theme of World Expo 2025, Osaka, Japan i.e. “Designing Future Society for Our Lives,” and Primary sub-theme being “Saving Lives” and secondary themes being “Empowering Lives” and “Connecting Lives” and the India Pavilion should, as far as possible be constructed with environmental friendly materials and technology and should represent the Indian commitment to reduce carbon print.

- **Aspirational:**

The pavilion should represent values and aspirations of New India, which is committed to the values of unified world driven by technology and ambitious to put its It may further symbolize the new developments like digital India, skilled India, fit India, etc. coupled with energy, dynamism, and transformational ethos.

- **Implementable:**

The area earmarked for the India Pavilion is of approx. 3513 sqm. The pavilion is to be constructed in an area of around 1500 sq. mtr. of which 80% will be used for thematic presentation and balance for commercial activities. The tentative project cost is approximately Rs. 350 Crores (including the cost of event management agency, dismantling, contingencies etc.). The salient features to be included in the India Pavilion will be:

- Space for Display of Exhibits
- Area for commercial use (20% of the total constructed area). It includes shops and eateries
- Office space, VIP lounge, Meeting Room for approx. 20 persons
- Store Room, Stage for programs, Green Room, Reception
- Holding area
- Crowd movement, Corridor
- Public Convenience
- Landscaping etc.

For further details, please visit www.expo2025.or.jp.

- The design need to characterize the environmental performance of a building, including the environmental load (load reduction) and improvement of the environmental load of building itself (quality). The parameters for the same are mentioned in the table below:

Environmental quality of buildings	Reduction of environmental load of buildings
Indoor Environment: <ul style="list-style-type: none"> a. Sound environment b. Thermal Comfort c. Lighting and Illumination d. Air Quality 	Energy: <ul style="list-style-type: none"> a. Control of heat load on the outer Surface of Buildings b. Natural energy utilization c. Efficiency in Building Service Systems. d. Efficient Operation
Quality of Service: <ul style="list-style-type: none"> a. Service Ability b. Durability & Reliability c. Flexibility and Adaptability 	Resources & Materials: <ul style="list-style-type: none"> a. Water Resources b. Reducing use of Non-renewable Resources c. Avoiding the use of materials with Pollutant Content
Outdoor Environment (onsite): <ul style="list-style-type: none"> a. Presentation and creation of bio-top b. Townscape and Landscape c. Local characteristics and outdoor amenity 	Off-site Environment: <ul style="list-style-type: none"> a. Consideration of Global Warming b. Consideration of Local Environment c. Consideration of Surrounding Environment

Note: The building design shall consider the ground condition of the site, since the site is a newly reclaimed land and consolidation settlement will continue to occur at the reclaimed clay layer during the construction period may not be settled down by the construction period.

(Refer P23 and 24 of 1st Architectural Guidance for Type A Pavilion)

- **Site Location:**

Layout plan of the Expo ground is enclosed.

- **Structure:**

It will be an exhibition pavilion structure.

- **Height:**

The maximum building height is 12m (17m for 50% or less of the building area).

4. Stakeholders

The assignment shall require coordination and facilitation to accommodate the requirements of various primary and secondary stakeholders involved with ITPO. Tentatively, they may include Department of Commerce, Government of India, Ministry of External Affairs, Government of India; Embassy Office, Consulate General of India office at I Expo Authorities at Osaka, Japan, Local Coordination & Supervision Agency (LCSA) to be engaged by the bidder; Contracting, Event Production and Event Management Agencies¹ to be engaged by ITPO etc. The Agency shall consider its coordination requirements with these and any other stakeholders that may get added in due course of time.

- 5. Assignment Overview:** For the above-mentioned responsibilities, ITPO intends to first engage a Pavilion Design & Management Agency (PDMA) who shall support in conceptualizing and designing the overall plan for the Pavilion including elemental components which will compose the required façade and structural output as per the principles and objectives expressed in sub-section 3 above.

Overall, the engagement of the PDMA is expected to remain till the completion of World Expo 2025, Osaka until execution monitoring and event operations. The PDMA is also expected to handhold and supervise the production and integration of exhibits, digital systems, and various contents for the Pavilion. Accordingly, the assignment has been structured in two broad components namely, -

- (i) Part A - Concept Design, Scenography and Architectural Supervision of the Pavilion
- (ii) Part B – Programme Management for Exhibits and Contents
- (iii) Part C – Local Coordination and Supervision Agency (LCSA) Services

¹ Event Production and Event Management Agency refers to an agency which may be engaged by ITPO for the conduct of events / management & operation of Pavilion during the Expo i.e. from April to October 2025. The scope of work and other responsibilities of Event Production and Management Agency will be discussed with the Successful Bidder.

6. Key Tasks of the Pavilion Design & Management Agency (the 'PDMA'). The PDMA shall broadly carry out the following functions to support the implementation of listed responsibilities:

6.1. Part A - Concept Design, Scenography and Architectural Supervision

6.1.1. Overall Responsibilities

- a) Conceptualization of the Design and Scenography based on the plot area and the requirements of the Osaka Pavilion rules and regulations in terms of ground coverage, height, etc.
- b) To convert the conceptual design & scenography into three dimensional views, etc. in order to show Government Authorities and get approval for the final design of the building to be put up at Osaka.
- c) This would be done in concurrence with the rules and regulations, if at all, that are affecting the architectural design.
- d) Once the approval is obtained from the Government Authorities in India, the design will be handed over to a Local Coordination & Supervision Agency (LCSA) who will submit the drawings to the relevant authorities in Osaka in the format requested by them. PDMA shall be responsible to make changes and provide support to LCSA with such design change requirements, to obtain approval from relevant authorities in OSAKA.
- e) The proposed plan to comply with the requirements of the Expo and the World Expo Guidelines provided at Annexure-VIII for the design of the India Pavilion.
- f) The plan should consider common infrastructure developed by the Expo Authorities like sewerage, storm water drainage, drinking water and other facilities etc.
- g) It is advised that the design should consider usage of materials which can be easily procured in Japan and facilitates faster construction of the Pavilion. The design should also consider that the structure is to be dismantled after the completion of the Expo.
- h) Make presentations before the different committees / representatives of client / approving authority or any other authority, as may be required and modify the drawings as per approved directions.
- i) Work in close coordination with LCSA for implementation of their design and remain associated with the Project till its completion and during event operations.

6.1.2. Detailed Tasks to be Undertaken

- a) Detailed and accurate assessment of Land Survey and Soil Conditions.
- b) Preparing & presenting options & alterations for Concept design to Client / Authority for approval based on brief finalized by the Authority in accordance with & abiding Expo Guidelines.

- c) Prepare preliminary concept design approach explaining the basic concept of the project, in the form of cohesive layout plans for the Masterplan & Structure vocabulary.
- d) 3D views / volumetric study/ Project perspectives / renders / walkthroughs -from locations and area to express / explain the scheme.
- e) Prepare the layout plan of the India Pavilion, the concept design and drawings, architectural drawings and designs showing details of useful areas including the display of theme contents by various means. This will include services areas, circulation areas, total plinth area etc. to provide information in respect of magnitude of work and its components and services.
- f) Conceptual design and drawings of interior design/decoration, display aids for the India Pavilion (including theme areas with immersive experience, commercial and non-commercial areas, service areas etc.) as per main theme and sub-themes including interior landscaping, provisions for interior display aids, exhibits, AV/AR/VR shows, interactive sessions, kiosks etc. in the India Pavilion.
- g) Prepare the furniture and interior layout drawings which will include AV aids, signages, touch screen, kiosks, etc. Their numbers shall also be mentioned.
- h) Provide the 3D images/ computer model showing all details mentioned above, sections and elevations including a small 'walk through' not less than 90 seconds for India Pavilion based on the concept design and make presentations.
- i) Provide an indicative cost estimate of the building structures, interior works, landscaping, artifacts, exhibits, content etc. The total estimated project cost of such work and the cost of work mentioned in the present scope of work will be approximately Rs.300 Crore, which will be tentatively classified as follows:
 - i. Construction Work – Rs. 150 crores
 - ii. Interior Work - Rs. 100 crores
 - iii. Artifacts, exhibits & Contents - Rs. 50 crores

The above costs budget includes the estimated fees of PDMA, LCSA, etc.

6.1.3. Key Deliverables

- a) Stage-1: Concept and Scenography Design Stage:

Deliverables for stage 1 shall include the following:

- i. Location and Site Plan
- ii. Plan, Sections, Elevations; as necessary
- iii. Vehicular & Pedestrian circulation
- iv. Pavilion sections / massing
- v. Site Utilities

- vi. Preliminary Area Summary
- vii. Preliminary Interior Space Planning
- viii. 3D Block views (not detailed) / sketch up views / Walkthroughs
- ix. 3D study models (if required)

b) Stage-2: Schematic Design Stage:

This stage will be conducted as agreed in Concept Design Stage closure. This stage will commence after 100% completion of Concept Design of the agreed phase/phases.

- i. Preparation of pavilion design drawings based on Concept design consisting of sketches, drawings, and images of perspectives with area statements.
- ii. Review the overall Concept Design with respect to key Engineering and building design Inputs.
- iii. Share and incorporate initial Engineering and Structural Inputs into the concept design with a view of fine tuning the design towards a more detailed scheme, taking into consideration inputs from LCSA or other Stakeholders on the project.
- iv. Review all statutory byelaws in detail and ensure that the schematic design caters to requisite parameters of the Japanese laws and development rules. (Liaison architect from LCSA shall review the concept design and provide all relevant code related inputs to ensure it meets local laws, by laws and rules.
- v. Design of circulation cores, vertical transportation, and services areas.
- vi. Material and finishes schedule preparation.
- vii. If new materials or alternate construction methods are suggested like Pre-fab Modular construction etc., the designer must propose a complete system for its assembly and disposal as per local Japanese specifications.
- viii. Work out elevations with respect to short-listed materials and finishes. Massing studies / Sectionals finalized during the concept design stage shall be further detailed in this stage with respect to the actual materials proposed and the proportions etc. Options of colours and materials, that may have an impact to the structural system or services, shall be explored in this stage.
- ix. Provide preliminary costing of the identified line items and prepare Overall Project Preliminary Budget by providing relevant details. The prepared estimates shall be reviewed against the budgetary cost estimates projected by the Client.
- x. Prepare and issue Schematic Design Documents for review by Client, at intervals appropriate to the progress of the Schematic Design Phase and agreeable to ITPO.
- xi. Incorporate any modifications suggested by Client and Authorities
- xii. Prepare Schematic design drawings and other documents, as may be required.

Deliverables for stage 2 shall include the following:

- i. Floor Plans

- Plans of all floors showing structural system, vertical transportation elements, core elements,
- vertical shafts, floor elevations
- Key dimensions, bay sizes, structural grid, and overall dimensions
- General notes indicating major extent of materials and any special conditions of equipment.
- Area Summary
- ii. Sections
 - Sections through Pavilion to show relevant conditions including vertical transportation and adjacent conditions.
 - Floor to floor height
 - Ceiling heights
 - Schematic section details keyed
- iii. Elevations
 - Major elevations with extent of façade and other glazing, clearly indicated.
 - Floor lines indicated
 - Overall dimensions
 - Setbacks and overhangs indicated

c) Stage-3: Tendering and Contractor Selection Stage:

Deliverables stage 4 shall include the following:

- i. Prepare tender drawings and BOQ for structural work, civil work, Interior finishes, other components, and services (MEP, HVAC, etc.) as may be required, including technical specifications and data sheets for the required components (as and where required) and obtain client's approval.
- ii. Prepare EOI, RFP, Tender Document and Draft Contracts as may be required for conducting the selection of a **DESIGN BUILD** Contractor.
- iii. Assist and Coordinate the Bid Process Management with Client for engagement of Contractor as per the prepared tender document, drawings and BOQs etc.
- iv. Assist client in identification of potential contractors in Japan / India (as and where applicable) with proper marketing and vendor connect initiatives.
- v. Participate in pre bid meetings, prepare reply to queries, provide necessary clarifications & resolution, assist client in tender evaluation & contractor selection based on received proposals, etc.
- vi. Assist in contract negotiations and finalization in coordination with client.

d) Stage-4: Architectural& Design Supervision Stage:

Deliverables stage 4 shall include the following:

- i. Provide a briefing session to the contractors enabling them to have a clear understanding of the project deliverables.

- ii. Assist in troubleshooting in case of unanticipated problems arising at site, if any.
- iii. Resolve queries, wherever necessary clarify and design, offer interpretation of the drawings/specifications, attend meetings to ensure that project proceeds generally in accordance with the conditions of contract and keep the Client informed and render advice on actions, if required.
- iv. Monitor the project for conformity to design intent, assist the representative of the Client for all hands-on site related input, assist in ensuring quality control in site, approve samples / prototypes submitted at site and support the client to keep a check on the Project Costs.
- v. Supervise and raise reportage with respect to overall quality of execution and finishes. (Adherence to specifications and quality of structure and masonry execution and civil work materials shall be within the purview of the LCSA.)
- vi. Improvisation on GFC / Working drawings with specifications if needed.
- vii. Provide list of shop drawings supplied by contractor for various works.
- viii. Review and approve shop drawings supplied by contractor before releasing drawings for execution.
- ix. Review and approve contractor's submissions, including Shop Drawings, Product Data, Samples, Requests for Information (RFI's) and Requests for Clarification (RFC's) and coordinate RFI related to PDMA's work and process the information to contractor. Such action shall be taken with reasonable promptness.
- x. LCSA shall be responsible to co-ordinate timely delivery of shop drawings and other documents from vendors for PDMA's review.
- xi. Visit sites of fabrication as requested by Client and report on the results of the observations of tests.
- xii. Certify technical and building requirements as laid down in the tender during works on site.
- xiii. Review and recommend As Built drawings submitted by Contractors.

6.2. Part B – Programme Management for Exhibits and Contents

6.2.1. Overall Responsibilities

- a) Defining the overall theme, content, and objectives of the exhibit or installation including generation of innovative ideas that align with the project goals.
- b) Creating awareness and understanding among the stakeholders, contractors, or other executing agencies about the requirements, significance, and intended execution methodology.
- c) Ensure that everyone involved in the project, from creators to viewers, has a clear understanding of the exhibit or installation's context, content, and intended message. It can include educating stakeholders about the historical or cultural context, social issues, or artistic influences that orient the project.

- d) Planning, organization, and setting targets and timelines including aligning efforts and resources towards the production and commissioning of the exhibit, installation, or digital content.
- e) Establishing roles and responsibilities, budgeting, and project management to ensure that the project stays on track and that all necessary steps, from content creation to logistical arrangements, are carried out efficiently.
- f) Provide guidance, assistance, and mentorship throughout the production and commissioning process which will include technical support, training, troubleshooting, and addressing challenges that may arise during the project's execution.
- g) Ensuring the successful realization of the exhibit, installation, or digital content by helping execution agencies overcome obstacles, provide clarifications, and maintain quality standards.

6.2.2. Key Deliverables

- a) Stage-1: Ideation and Conceptualization

Deliverables for stage 1 shall include the following:

- i. Ideation Stage Deliverables:

- Conceptual Framework Report: A document outlining the overarching theme, concept, and narrative of the exhibit, installation, or digital content. It shall summarize the ideas proposed, including descriptions and initial sketches or visual concepts. It shall also highlight the research on historical, cultural, or social context relevant to the exhibits and contents.

- ii. Programme Management Plan:

- Project Plan: A comprehensive plan outlining the project timeline, milestones, and dependencies
- Budget Proposal: A budget document detailing the estimated costs and allocation of resources for the project.
- Stakeholder Engagement Plan: A plan detailing how key stakeholders (including execution agencies, team members, or other stakeholders) will be informed and engaged in the project. It should also include a chart specifying who is responsible for each aspect of the project, including team members and external partners.
- Logistical Plan: Details on venue arrangements, equipment procurement plan, source of production / manufacture / supply, in-situ installation requirements etc., and any necessary permits or permissions.

iii. Tender Stage Deliverables:

- Tender Related Documentations – EOI, RFP, Tender Documents, Drawings, Videos, Specifications Schedule, Material Details, Delivery, and Installation Technique etc.
- Prepare tender drawings, estimates, and BOQ for Exhibits, Installations, IT / AV Components, Content Creation, and other services (Performances, etc.) as may be required. Include technical specifications and data sheets for the components (as and where required in tender document)
- Vendor Shortlisting and Consultations – Assist in identification of competent vendors, suppliers, integrators to be able to deliver required exhibits. Involve in explanation and consultation with vendors to define the exhibit requirements, project importance and overall objectives.
- Bid Process Management - Assist and Coordinate Bid Process Management with Client for engagement of vendor(s) as per the prepared tender.
- Negotiation and Final Selection of Vendor(s) – Coordinate and provide support including during negotiations with the selected vendors / integrators for their onboarding and finalization of contract with Client.
- Regular Coordination with Vendor(s) – Assist and Coordinate with Vendor on requirement understanding, ensuring risk mitigation and quality delivery of required exhibits / installations.

b) Stage-2: Execution Monitoring, Supervision and Handholding Support:

Deliverables for stage 2 shall include the following:

- i. Provide a briefing session to the execution agencies enabling them to have a clear understanding of the exhibits and contents.
- ii. Assist in troubleshooting in case of unanticipated problems arising at site or at manufacturing / production plant, if any.
- iii. Resolve queries, wherever necessary clarify and design, offer interpretation of the drawings/specifications, attend meetings to ensure that project proceeds generally in accordance with the conditions of contract and keep the Client informed and render advice on actions, if required.
- iv. Monitor the project for conformity to design intent, assist the representative of the Client for all hands-on site related input, assist in ensuring quality control in site, approve samples / prototypes submitted at site and support the client to keep a check on the Project Costs.

- v. Supervise and raise reportage with respect to overall quality of execution and finishes. (Local onsite coordination may be supported by LCSA)
- vi. Review and give feedback on contractor's submissions, including Drawings, Product Data, Samples, Requests for Information (RFI's) and Requests for Clarification (RFC's) and coordinate RFI related to PDMA's work and process the information to contractor. Such action shall be taken with reasonable promptness.
- vii. Visit sites of fabrication / or the Site at OSAKA as requested by Client and report on the results of the observations of tests.

6.3. Part C - Local Coordination and Supervision Agency (LCSA) Services

6.3.1. Engagement of LCSA

- a) It shall be the responsibility of PDMA to engage a Local Coordination and Supervision Agency (LCSA) at OSAKA, Japan to assist PDMA in delivering responsibilities as assigned / identified in this Terms of Reference and further specified in 6.3.2 below.
- b) PDMA shall indicate the details of the LCSA(s), for various services as illustrated above, their organization, qualification and experience and shall be fully responsible for the correctness and accuracy of structural and utility services designs and the responsibility for safety of the structural and functional adequacy of pavilion, its components and utility services shall be entirely that of the PDMA, notwithstanding the approval of ITPO. PDMA and LCSA, shall certify in writing that the designs are in accordance with the latest and relevant Codes of standard, Japan at OSAKA.
- c) LCSA must have a qualified team of architects, structural engineers, designers, utility engineers, system engineers and interior decorators. LCSA shall deploy a team onsite/ offsite as per need, including Project Manager, Architect, Civil Engineer, Structural Engineer as may be required. LCSA may engage the relevant additional experts as per the project requirements in HVAC, IT, multimedia etc. (if not already a part of their internal team).
- d) The LCSA must have the following required qualifications:
 - (i) Must be authorized and have a valid license to carry out the tasks mentioned in the RFP and carry out the relevant scope of work forming part of the Assignment in Japan as per the prevalent laws and codes;
 - (ii) Must have a minimum work experience of carrying out projects of comparable magnitude i.e. 40% of the total project cost of India Pavilion (Rs. 250 crores);
 - (iii) Must have a minimum work experience of 5 years in the business carrying out activities as per the Scope of Work.

6.3.2. Scope of work for LCSA

- a) Carry out survey, soil investigation, confirmation tests, quality surveys or any other investigation required to design the Pavilion at his cost.
- b) Preparation, conversion and translation in local formats and language of engineering drawings and specifications of the structure based on the approved concept design of ITPO and Expo Authorities including all internal and external utility services like water supply, and sanitary installations, sewerage, storm water drainage, internal electrification, ventilation and air-conditioning, fire detection, fire-fighting system, acoustic treatment, telephonic conduits, compound lighting, landscaping, development plans showing roads, paths, parking, paved area, drains, culverts, compound walls, external lighting, interior design setup, theme contents and signage indicating scope, specifications and costs separately for each of the aforesaid components. All the provisions have to be as per standard and codes in practice applicable in Osaka, Japan at the site of construction.
- c) Coordinate and obtain working drawings complete in all respects for execution of structure from the Design Build Contractor, of following: -
 - i. architectural, structural showing reinforcement details, plumbing, sanitary, electrical, air-conditioning, development, landscaping, firefighting, etc.
 - ii. interior works, display aids, panels, buntings, flags, exhibits etc., artwork, audiovisual works, CCTVs, horticulture works, stage, seating arrangement, decoration, etc. in thematic pavilion, commercial area, office, service area, surroundings signages, etc.
- d) Coordinate with schedule of quantities as per approved drawings and designs, detailed estimates based on Expo specifications for the building structure, plumbing, sanitary, electrical, air-conditioning, development, landscaping, fire-fighting, interior works, display aids, panels, buntings, flags, exhibits etc., artwork, audiovisual works, CCTVs, horticulture works, stage, seating arrangement, decoration, etc. in thematic pavilion, commercial area, office, service area, surroundings signages
- e) Obtain necessary approvals/sanctions etc. from ITPO, Expo authorities and local bodies of Osaka as and where required and applicable. Assist the PDMA in conversion of drawings, and specifications to comply the local laws, regulations etc., and make changes/modifications/revisions desired by such authorities for obtaining the approval.

- f) all computations of structural designs and services designs which shall be in accordance with relevant and latest codes of standards of Japan and sound engineering practice
- g) Coordinate and provide market rates and analysis for justification of the tender of Pavilion structure and other components, as may be necessary. Necessary quotations/ rate lists of manufacturers will be provided in support of the market rate.
- h) Assistance and coordination in selection and onboarding of the Design Build Contractor. Facilitate PDMA in preparation of the bid documents, conversion and translation in local formats and language. LCSA will also facilitate in contract negotiations and closure of contract between Client and the Contractor
- i) Supervise and ensure the quality of work / activities under taken by the Design Build Contractor and other vendors (as and where applicable)
- j) LCSA shall supply to the ITPO copies of the designs of all services and structural designs, detailed working drawings, specifications etc. for record purpose.
- k) Supervision, monitoring and coordination of building works structure and its services, outside landscaping, and horticulture etc. Supervision of the work shall be undertaken in accordance with the approved drawings, the specifications, workmanship, quality, and the updated relevant codes of practices for construction as per the requirements of Expo Authorities. Also, supervise the construction of the stands/ stalls for display of exhibits, commercial areas, office accommodation and other activities / items as per approved design.
- l) Inspections of quality of work will also be done by the ITPO/ govt. of India Authorities, the inspecting authorities of Expo 2025 and the Japan Govt. Authorities as required by the law of land. The PDMA shall comply with the instructions issued by the Authorities, as a result of such inspections in consultation with ITPO.
- m) Scrutinize the Contractor's bills, record/ check measurements, rates, quantities, and quality and certify them in conformity with the terms of the contract between ITPO and the Contractor and recommend payment in strict accordance with the provisions of the contract.
- n) Prepare completion drawings and obtain completion and occupancy certificates and other clearances / NOCs/licenses wherever necessary from the Expo authorities/local bodies after completion of work. Provide a copy of all such NOCs and clearances to ITPO for records.
- o) Exhibitors at India Pavilion would include Ministries / departments, State Government, public / private sector companies. These exhibitors would be putting up their displays for a defined duration and would be

replaced by some other exhibitor. The PDMA will ensure that the approved design concept would integrate with the theme / displays of the exhibitors.

- p) Monitoring of dismantling of the pavilion structure and services, (the items of demolition and disposal of building parts & services, including air-conditioning items will be included in the contract of building works) and demolishing and disposal of interior work/items, exhibits /items, from the India Pavilion including removal complete and restoration of the Site to its original condition (as it was at the time of taking over possession prior to commencement of any work) and handing over the same to the Expo Authority/ local body as per the Applicable Laws
- q) Obtaining No Dues Clearance Certificate from the Expo Authority/ local body.

7. Consideration

- a) Part A - Concept Design and Architectural Supervision of the Pavilion

The PDMA is required to quote a Lumpsum fee towards the delivery and performance of services as required under Part A of scope of work.

- b) Part B - Concept Design and Architectural Supervision of the Pavilion

The Bidder is required to quote and calculate the fees as percentage of the execution cost for the services to be performed against the requirements of Part B of the Scope of Assignment. As an initial estimate, the Bidder shall assume the estimated cost to be Rs. 50 Crores for this component and submit the fees towards Part B of the Scope, accordingly. During execution of assignment, the quoted fees will be converted to derive the applicable percentage on the estimated cost of Rs. 50 Crores.

Based on above, the payment to the Agency during execution of Assignment shall be made as per the derived percentage on the actual cost obtained in the tender process of vendor selection for exhibits, installations, and content creation. The payments to Agency under this Part B of scope shall be kept pro rate considering the possibility that different vendors may be selected at different stages of the assignment for various components of exhibits, installations, and content creation. Accordingly, the payment schedule in this sub-section 9 specifies the pro rate mode of payment realization for the Agency.

- c) Part C - Local Coordination and Supervision Agency (LCSA) Services

The costs / fees towards engagement and delivery of scope of work enlisted in sub-section 6.3 shall be borne by PDMA and all costs associated with Local Coordination and Supervision Agency (LCSA). The fees for LCSA Services, along with Part A shall be quoted in lumpsum for the delivery of required scope of services.

- 8. Deliverables and Timelines:** The Content Design Agency (PDMA) will be engaged for the entire period till February 2026, till dismantling of the Pavilion. As discussed in sub-section 5 above, the involvement of PDMA shall be varying at different stages of the project. The deliverables and timelines expected from PDMA has been accordingly set out as below: -

S. No.	Deliverable(s)	Timeline
PART A: Concept Design and Architectural Supervision		
1	Stage 1: Concept Design Stage	21 days from the Commencement Date
2	Stage 2: Schematic Design Stage	60 days from the Commencement Date
3	Stage 3: Tender Documentation Stage	75 days from the Commencement Date
4	Stage 4: Architectural Supervision Stage	From the date of acceptance of deliverables under Part A - Stage 3 up to Completion of World Expo, Osaka (i.e. 31 st October 2025)
PART B: Programme Management for Exhibits and Contents		
5	Stage 1: Ideation, Deliberation and Engagement	Within 30 days from the date of acceptance of deliverables under Part A - Stage 2
6	Stage 2: Execution Monitoring and Handholding Support	From the date of acceptance of deliverables under Part B - Stage 2 up to Completion of World Expo, Osaka (i.e. 31 st October 2025)
PART C: Local Coordination and Supervision Agency (LCSA) Services		
7	LCSA Services	From the date of engagement up to Completion of World Expo, Osaka (i.e. 31 st October 2025 or the date of issue of No-Objection and No

S. No.	Deliverable(s)	Timeline
		Dues Certificate by Expo Authority, whichever is later)

Upon successful completion of the term or depending upon the requirement the contract may be extended for further duration subject to approval by Authority.

9. Facilities provided by Authority

- The Authority will make available all expo documents including event related documents, appraisal reports, implementation plan, expo design guidelines etc.
- Availability of Authority officials / project resources for discussions and deliberations whenever needed.
- The PDMA is not required to be stationed at the office of ITPO. However, Authority will provide seating space to the Pavilion Design & Management Agency (PDMA) in the office of ITPO (as and when required) on temporary basis. The agency will have to make its own arrangement for providing computer / laptop, printers & other IT support etc. to the resources deployed under this team.

10. Payment Terms

- The payment shall be made to the Agency by Authority subject to approval of required deliverables and receipt of invoices in accordance with the payment schedule (provided below) during the period, report on achievements made during the period, fulfillment of other terms and conditions (as applicable).

S. No.	Deliverable(s)	Payment Schedule
PART A: Concept Design and Architectural Supervision		
1	Upon submission of the work plan	5% of Fees for Part A of Scope
2	Part A – Stage 1: Submission of Concept Design	7.5% of Fees for Part A of Scope
3	Part A – Stage 1: Approval of Concept Design	7.5% of Fees for Part A of Scope
4	Part A – Stage 2: Submission of Schematic Design	10% of Fees for Part A of Scope

S. No.	Deliverable(s)	Payment Schedule
5	Part A – Stage 2: Approval of Schematic Design	10% of Fees for Part A of Scope
6	Part A – Stage 3: Submission of Tender Documentation	10% of Fees for Part A of Scope
7	Part A – Stage 3: Approval of Tender Documentation	10% of Fees for Part A of Scope
8	Part A – Stage 4: Architectural Supervision Stage	40% of Fees for Part A of Scope – spread as equated quarterly payments over the deliverable timeline as per sub-section 8 above
PART B: Programme Management for Exhibits and Contents		
9	Part B – Stage 1: Ideation, Deliberation and Engagement	60% of Fees for Part B of Scope – prorate as per the cost of module/sub-component for which engagement of vendor is completed.
10	Part B – Stage 2: Execution Monitoring and Handholding Support	40% of Fees for Part B (prorate as per module or sub-component) of Scope – spread as equated quarterly payments over the deliverable timeline as per sub-section 8 above
PART C: Local Coordination and Supervision Agency (LCSA) Services		
11	LCSA Services	100% of Fees for Part C of Scope – spread as equated quarterly payments till the handing over of the site after demolition over the deliverable timeline as per sub-section 8 above

- ii. Reimbursable expenses will be paid as per actual and entitlements (whichever is applicable) – illustrated in sub-section 10 below.

11. Field (International) Trips and other Expenses

- i. To the extent possible, a priority travel plan of the members of PDMA will be submitted to Authority and will be subject to approval of competent authority.
- ii. Travel, Accommodation and Other Reimbursements: As and when required, ITPO may deploy the members of PDMA at sites of World Expo. All expenditure in this regard shall be borne by ITPO. The tickets will be paid on actual. The Agency will be provided a total of 15 business class air tickets and rest economy class air tickets during the term of assignment. To cover other expenses (including lodging, boarding, local travel, food etc. all inclusive) during the period of travel, the members of Agency deployed will be paid a per diem of US \$500 per day for one member nominated in the assignment and US \$300 per day each for other members. This will not be applicable for LCSA team members.
- iii. Local Travel: No separate payment shall be made for local travel request to be undertaken within INDIA. The station office for the PDMA would be deemed to be Delhi for the purpose of this project i.e. PDMA shall have to station a local representative competent to respond to queries / requirements of ITPO, as and when required. The travel and other expenses of LCSA members within JAPAN will be considered under Local Travel and will not be reimbursable.

12. Minimum Qualification Criteria: As part of the evaluation, the Proposals submitted should fulfil the Minimum Qualification Criteria as given below. In case of a Consortium, the Minimum Qualification Criteria must be fulfilled by one or jointly by the members of the Consortium. In case an Bidder does not fulfil the Minimum Qualification Criteria, the Proposal of such an Bidder will not be evaluated further.

S. No.	Minimum Qualification Criteria	Document
1.	The Bidder shall be a Company incorporated under the Indian Companies (Amendment) Act, 2019 or a partnership firm registered under the Limited Liability Partnership Act of 2008 in India. The Bidder must have minimum 10 (ten) years of business operations in India and a registered office in India, as on 1st April 2022.	Form 3A
2.	Bidder should not be blacklisted by Central Government in India as on the last date of proposal submission under this RFP.	Form 3A

3.	Bidder must have minimum annual turnover of INR 10 crores from the business of providing Consultancy and Other Services during the last 03 years (2022-23, 2021-22, and 2020-21). (A certificate from Statutory Auditor should be submitted)	Form 3B
4.	Bidder should have completed at least one assignment in planning, conceptualization and design detailing of large scale national / international level exhibitions or projects in the last seven years (<i>i.e. assignments completed on or before 30th September, 2016 will not be eligible</i>) with project or exhibition value of more than Rs. 100 Crores in each case	Form 3C
5.	The proposal of the Bidder should be initialed and represented in by a Representative duly authorized by the Bidder to do so. Appropriate documentation in accordance with the RFP shall have to be submitted by the Bidder in support of this requirement.	Form 3D

13. Technical Evaluation Parameters

- i. Proposals that fulfil the Minimum Qualification Criteria shall then be evaluated by the Evaluation Committee appointed by the Authority. The evaluation shall be done based on the evaluation criteria and points/marks system presented in the table below. If required, the Authority may seek specific clarifications from any or all Bidders at this stage.
- ii. The Technical Proposal will be evaluated on the basis of the Bidder's relevant experience, key personnel being proposed, its understanding of TOR, proposed methodology and work plan.
- iii. Proposal Presentations: The Authority shall invite each Bidder to make a presentation.
- iv. Each evaluated Proposal will be given a technical score on the basis of the Bidder as detailed below. The maximum marks to be given under each of the evaluation criteria are:

S. No.	Evaluation Parameter	Minimum Marks	Maximum Marks	Criteria for marking
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S. No.	Evaluation Parameter	Minimum Marks	Maximum Marks	Criteria for marking
1	Experience of the Bidder		30	
1(a)	Bidder should have completed assignments in planning, conceptualization and design detailing of large scale national / international level exhibitions or projects in the last seven years (<i>i.e. assignments completed on or before 30th September, 2016 will not be eligible</i>) with project or exhibition value of more than Rs. 100 Crores in each case	10	20	Additional 5 marks for each project qualifying the specified criteria, subject to a maximum of 20 marks
1(b)	Experience of completed assignments in planning, conceptualization, and design detailing of One (1) international level exhibition pavilion or museum	5	10	Additional 5 marks for one Exhibition experience, subject to a maximum of 10 marks
2	Approach, Methodology & Design Concept	50		
2 (a)	Approach & Methodology to be adopted – Understanding of the Project & Scope, , Proposed Approach & Methodology, Tools & Solutions to be used, Work Plan, deployment plan and Learnings from the similar assignments.	20		Based on in-depth understanding of various activities involved in a global event of such repute and the robustness of the proposed methodology for delivery of effective services. (The

S. No.	Evaluation Parameter	Minimum Marks	Maximum Marks	Criteria for marking
2 (b)	<p>Proposed Design Concept</p> <ul style="list-style-type: none"> Evaluation of Statement of Design Philosophy and the Concept Plan Design, Type of material and sustainability concepts proposed in the concept presentation. <p>Orientation of theme India in the overall concept prepared for the Expo</p>	30		bidder shall make a presentation on A&M and Design Concept before the committee appointed by Authority)
3	Qualification of Key Personnel	20		All the experts will be evaluated on qualitative parameters based on their experience and achievements. Marks given will be commensurate to the experience in relevant fields.
3(a)	Principal Designer / Architect	7		
3(b)	Scenographer / Artist	7		
3(e)	Landscape Architect	3		
3(f)	Digital & Exhibit Content Curator	3		

- (i) Requirements for Key Personnel proposed to be deployed: The following table provides the requirements for key resource personnel who shall be deployed for this assignment by the Successful Bidders and shall be the point of contact for project related activities / tasks for the Authority. This does not comprehend the total number of resources required for the assignment. The PDMA is required make their own assessment based on the scope of the assignment and include costs of such required number of resources and other incidental costs accordingly.

13.1 The Key Personnel will be evaluated as under:

13.1.1 Mandatory Requirements -

- The key Personnel are expected to have essential qualifications as required for the assignment and a minimum of 10 years of relevant experience in the field of expertise.
- A score of 40% of the total marks for the respective Key Personnel will be awarded for meeting the criteria of mandatory requirements. The remaining 60% marks will be evaluated as per the criteria provided below in 13.1.2.

- iii. Any Key Personnel not meeting the mandatory requirements shall be awarded zero marks and will be disqualified for any further evaluation.
- iv. In case, a Key Personnel of an Bidder gets disqualified for not meeting the mandatory requirements and the Bidder gets selected as successful Bidder, then such Key Personnel shall have to be replaced by the Bidder within 7 days of getting identified as a successful Bidder. In case the Bidder fails to replace the Key Personnel within said timelines, then, such bid will be rejected and EMD shall stand forfeited, and Authority shall have authority to select the second highest Bidder.
- v. If ~~two~~ or more Key Personnel of an Bidder gets disqualified, then such bids will be summarily rejected.

13.1.2 Qualitative Evaluation of Key Personnel -

1.	Principal Designer / Architect – 7 marks		
	Educational Qualification	Should have a graduate degree in the relevant field	2
		Additional marks for relevant post graduate degree, subject to maximum of 1 mark	1
	Work Experience	<p>Should have minimum 10 years of work experience in relevant field.</p> <p>Additional marks (subject to maximum of 4 marks) for additional work experience as specified below:</p> <p>Less than 10 years: no marks</p> <p>More than 10 years and less than 15 years: 2 marks</p> <p>More than 15 years and less than 20 years: 3 marks</p> <p>More than 20 years: 4 marks</p>	4
2.	Scenographer / Artist – 7 marks		

	Educational Qualification	Should have a graduate degree in the relevant field	2
		Additional marks for relevant post graduate degree, subject to maximum of 1 mark	1
	Work Experience	<p>Should have minimum 10 years of work experience in relevant field.</p> <p>Additional marks (subject to maximum of 4 marks) for additional work experience as specified below:</p> <p>Less than 10 years: no marks</p> <p>More than 10 years and less than 15 years: 2 marks</p> <p>More than 15 years and less than 20 years: 3 marks</p> <p>More than 20 years: 4 marks</p>	4
3.	Landscape Architect – 3 marks		
	Educational Qualification	Should have a graduate degree in the relevant field	0.5
		Additional marks for relevant post graduate degree, subject to maximum of 1 mark	0.5
	Work Experience	<p>Should have minimum 10 years of work experience in relevant field.</p> <p>Additional marks (subject to maximum of 2 marks) for additional work experience as specified</p>	2

		below: Less than 10 years: no marks More than 10 years and less than 15 years: 1 marks More than 15 years: 1	
4.	Digital & Exhibit Content Curator – 3 marks		
	Educational Qualification	Should have a graduate degree in the relevant field	0.5
		Additional marks for relevant post graduate degree, subject to maximum of 1 mark	0.5
	Work Experience	Should have minimum 10 years of work experience in relevant field. Additional marks (subject to maximum of 2 marks) for additional work experience as specified below: Less than 10 years: no marks More than 10 years and less than 15 years: 1 marks More than 15 years: 1	2

14. Technical Evaluation

- i. In the first stage, the Technical Proposal of the Bidders shall be evaluated.
- ii. The Technical Proposal will carry maximum marks of 100.
- iii. Only those Bidders who get at least 70 marks out of 100 in the Technical Evaluation (“Eligible Bidder”) would be considered eligible for the second stage of Financial Evaluation.
- iv. Bidder failing in technical evaluation will be declared technically disqualified and their proposal will not be evaluated any further.

- v. The Eligible Bidder(s) shall be ranked in the order of marks (i.e. Technical Score 'T') obtained in their Technical Proposal, such that the Bidder having highest marks in the Technical Proposal shall be ranked T1, the Bidder having next highest marks shall be ranked T2 and so on.

15. Financial Evaluation

- i. The financial proposal will be opened of only those Bidders who have been declared technically qualified under Clause 16.
- ii. The financial proposal for the technically qualified Bidders will then be opened on the notified date and time and reviewed to determine whether the financial proposals are substantially responsive. Financial Proposal(s) found to be not substantially responsive are liable to be disqualified at the Authority's discretion.
- iii. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
 - If there is a discrepancy between words and figures, the amount in words will prevail
 - The sum of individual components will be calculated to arrive at the total value of financial proposal, in case of discrepancy between the sum and the stated total in the financial proposal.
- iv. The Financial Score of the technically qualified Bidders will be calculated as below: -

$$\text{Financial Score (F)} = \left\{ \frac{\text{Lowest Financial Proposal Value}}{\text{Bidders Financial Proposal Value}} \right\} \times 100$$

16. Combined and Final Evaluation:

- i. The final selection of the Agency would be based on combined evaluation of technical (T) and financial (F) scores through Quality and Cost Based Selection (QCBS) process, with following weightages allocated to technical and financial scores:
 - Technical – 70%
 - Financial – 30%
- ii. A final score of the each technically and financially qualified Bidder will be calculated as per following: -
$$\text{Final Score (FS)} = (70\% \times T) + (30\% \times F)$$
- iii. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1.

- iv. The Successful Bidder shall be the first ranked Bidder (H1) (having the highest combined score). The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws or fails to comply with the requirements specified in this RFP, as the case may be.

17. Additional Resources / Scope: ITPO may solicit additional resource(s) or scope based on requirement and need of the assignment. The Agency may engage the Additional Resources or provide additional scope with the prior approval of the Authority. The Additional Resources / Scope will be specialized professionals or specialized services to be appointed for specific scope of the Services. The deployment of Additional Resources, as and when required for any specific scope of work/services, will be approved by the Authority along with man months and financial implications. The remuneration rates in case of resources and overall amount in case of additional scope may be decided based on Government norms, or as deemed appropriate by the client, in mutual agreement with PDMA.

SECTION 6. STANDARD FORM OF CONTRACT

STANDARD FORM OF CONTRACT

FOR

**SELECTION OF AGENCY FOR PROVIDING CONCEPTUAL DESIGN,
SCENOGRAPHY AND ARCHITECTURAL SUPERVISION FOR THE
INDIA PAVILION AT WORLD EXPO 2025, OSAKA**

Between

[Name of Authority]

AND

**[Name of the Agency]
[Date]**

The Agreement is entered on ____ day of ____ month of 2023 between

The ITPO, Pragati Bhawan, Pragati Maidan, New Delhi-110001 (INDIA), hereinafter referred to as the 'Authority' which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns)

AND

A Company / Firm / LLP incorporated under _____ and having its registered office at _____, hereinafter referred to as the 'Agency' which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns)

WHEREAS.

- a) The Authority has requested the Agency to provide certain services as defined in the General Conditions attached to this Agreement (hereinafter called the "Services"); and
- b) The Agency, having represented to the Authority that they have the required professional skills, personnel, and technical resources, have agreed to provide the services on the terms and conditions set forth in this assignment.

NOW THEREFORE the Authority and Agency hereto hereby agrees as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Agreement:

- Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,
- Appendix B: Cost Estimate
- Appendix C: Copy of Bank Guarantee for Performance Guarantee [in the format given in Annexure A]

2. The mutual rights and obligations of the Authority and the Agency shall be as set forth in the Agreement; in particular:

- a) The Agency shall perform the services in accordance with the provisions of the Agreement; and
- b) Authority will make payments to the Agency in accordance with the provisions of the Agreement.

3. Commencement, completion, modification, and termination of Agreement

- 3.1.1 Effective date of Agreement: This Agreement shall be effective from the date of issue by the Authority or date of receipt of the Agreement by the Agency.
- 3.1.2 Commencement Date: The Agency shall commence Services within three(3) days of the date of award of Assignment.
- 3.1.3 Expiration of Agreement: Unless terminated earlier pursuant to relevant clauses in this Agreement hereof, this Agreement shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.

3.1.4 Review and Modification:

Modification of the terms and conditions of this Agreement may be done at any stage before the expiration of the Agreement, including any modification of the scope of the Services or of the Agreement Price, and may only be made by written agreement between the Parties. An extension of the time period may also be considered accordingly.

3.1.5 Force Majeure

Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions, or instructions, natural calamities or catastrophe, epidemics, or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

3.1.6 No Breach of Agreement: The failure of a party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or default under this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Agreement, and
- b) has informed the other party as soon as possible about the occurrence of such an event.
- c) the dates of commencement and estimated cessation of such event of Force Majeure; and
- d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Agreement.

3.1.7 Neither Party shall be able to suspend nor excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

3.1.8 Extension of Time: Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure or by mutual consent not exceeding a period more than half the period given initially.

3.2 Termination

3.2.1 Any side (Authority or the Agency) should be able to give notice of 2 months for the termination of Project. If the Agency decides to terminate the project, then the Authority will be at liberty to forfeit the Performance Guarantee, if such termination has resulted to continued non-performance of the Agency.

3.2.2 By the Authority: The Authority may terminate this Agreement, written notice of termination to the Agency, to be given after the occurrence of any of the events specified in this clause:

- a) if the Agency do not remedy a failure in the performance of their obligations under the Agreement, within a period of seven (7) days, after being notified or within such further period as the Authority may have subsequently approved in writing;
- b) within fifteen (15) days, if the Agency become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than fifteen (15) days;
- d) within fifteen (15) days, if the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- e) within seven (7) days, if the Agency submits to the Authority a false statement which has a material effect on the rights, obligations, or interests of the Authority. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Authority;
- f) within seven (7) days, if the Agency, in the judgment of the Authority has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Agreement;
- g) if the Authority, in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days decides to terminate this Workorder.
- h) If the Authority, is not satisfied with the performance of the Agency after the monthly review of the Services provided.

3.2.3 Payment upon termination: Upon termination of this Agreement, the Authority will make the following payments to the Agency:

- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- b) If the Agreement is terminated pursuant to Clause 3.2.2 a), b), d), e) or f), the Agency shall not be entitled to receive any agreed payments upon termination of the Agreement. However, the Authority may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Authority. Under such circumstances, upon termination, the Authority may also impose liquidated damages as per the provisions of relevant clauses of this Agreement. The Agency will be required to pay any such liquidated damages to Authority within 30 days of termination date.

3.2.4 Disputes about Events of Termination: If either Party disputes Termination of the workorder under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.3 Intellectual Property

- 3.3.1 Authority to own intellectual property created: All rights to any intellectual property conceived or produced by the Agency or sub-Consultants for the Authority in the course of performing the Consultancy Services and all information (including information that is in electronic form), working papers, reports or other papers collected or produced by the Agency for the purpose of providing the Consultancy Services are the property of the Authority from the date that property is created or developed and the Agency waives in favour of the Authority any moral rights that the Agency may have. The Agency may however use the information for its own with due recognition of the Department.

3.4 Obligations of the Agency

- 3.4.1 General:
The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-consultants or third parties. It will be bound to submit all records related to the scheme at the end of its term.
- 3.4.2 Conflict of interest
- 3.4.2.1 Prohibition of Conflicting Activities: Neither the Agency nor their Subconsultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
- a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement; and
 - b) after the termination of this Contact, such other activities as may be specified at the time of completion of the project.
- 3.4.3 Confidentiality: The Agency, their Sub-consultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Agreement, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the Authority's business or operations without the prior written consent of the Authority.
- 3.4.4 Documents Prepared by the Agency to be the Property of the Authority: All designs, reports, other Documents and software submitted by the Agency by itself or through sub-consultants pursuant to this Agreement shall become and remain the property of the Authority, and the Agency shall, not later than upon termination or expiration of this Agreement, deliver all such documents and software to the Authority, together with a detailed inventory thereof. The Agency may retain copy of such documents and software. Restrictions about

the use of these documents and software, if any, shall be imposed by the Authority.

3.4.5 Liability of the Agency: Subject to additional provisions, if any, in this workorder the Agency's liability under this Agreement shall be as provided by the Applicable Law. Notwithstanding contrary to above, If Agency fails to perform its duties and obligations hereunder, its maximum liability to the Authority shall be limited to the Contract Value. In no event will Agency or the Authority be liable for any indirect, special, or consequential damages.

3.4.6 Professional Liability Insurance: Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Agency's negligence, breach in the performance of its duties under this Workorder from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the Agency hereunder or (ii) the proceeds, the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

3.5 Obligations of the Authority

3.5.1 Assistance and Exemptions: The Authority will use its best efforts to ensure that the Government will provide the Agency with work permits and such other Documents as necessary to enable the Agency to perform the Services:

3.5.1.1 Issue to officials, agents, and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

3.6 Payments to the Agency

3.6.1 Advance payment will not be considered

3.6.2 The Agency will submit invoices in triplicate for the approved deliverables, complete in all respects.

3.6.3 The Authority shall make the payment after scrutiny of the invoices and performance of the Agency, within 30 days from the date of submission of invoice.

3.6.4 The final payment shall be released only after completion of the required work detailed in the RFP Documents.

3.6.5 The GST as applicable shall be paid extra.

3.6.6 For facilitating Electronic transfer for funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank nemesis Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be

furnished on the body of every bill submitted for payments by the selected agency.

3.6.7 Currency: The price is payable in local currency i.e. Indian Rupees.

3.6.8 Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this Agreement.

3.7 Arbitration-Settlement of disputes

3.7.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation.

3.7.2 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Agreement that cannot be settled amicably within thirty(30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement by CMD,ITPO.

3.7.3 Any grievance regarding penalty shall be first decided/resolved at Executive Director, ITPO level and with final decision of CMD, ITPO, whose decision shall be final.

3.7.4 Any dispute which is not resolved amicably by conciliation, as provided in Clause 3.7.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 3.7.5. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place/seat of such arbitration shall be at Delhi where the agreement was executed and also the Authority has its headquarters, and the language of arbitration proceedings shall be English.

3.7.5 There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

3.7.6 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

3.8 Responsibility for accuracy of project Documents

The Agency shall be responsible for accuracy of all other details prepared by as part of these services. The Agency shall indemnify the Authority against any inaccuracy in the work, which might surface during implementation of the project.

3.9 Liquidated damages / Penalty

- 3.9.1 If the selected Agency fails to complete the Assignment, within the period specified under the Agreement, the Performance Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by the Authority. In case of part forfeiture of Performance Guarantee and if the agency proceeds to complete the assignment, the Performance Guarantee will need to be buffered and restored to the original value.

4. Miscellaneous

4.1 Assignment and Charges

- 4.1.1 The Agreement shall not be assigned by the Agency save and except with prior consent in writing of the Authority, which the Authority will be entitled to decline without assigning any reason whatsoever.
- 4.1.2 The Authority is entitled to assign any rights, interests, and obligations under this Agreement to third parties.
- 4.1.3 Indemnity: The Agency agrees to indemnify and hold harmless the Authority from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorney's fees another costs of defense or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Agency of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Agency including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Authority; (c) any Services related to or rendered pursuant to the Agreement(collectively—Indemnified matter). As soon as reasonably practicable after the receipt by the Authority of a notice of the commencement of any action by a third party, the Authority will notify the Agency of the commencement thereof; provided, however, that the omissions to notify shall not relieve the Agency from any liability which it may have to the Authority or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages, and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Authority may have at common law, in equity or otherwise.
- 4.1.4 Notices: Unless otherwise stated, notices to be given under the Agreement including but not limited to a notice of waiver of any term, breach of any term of the Agreement and termination of the Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the RFP. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail(registered, return receipt requested) at that address and (ii) in the case

of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

- 4.1.5 Severability: If for any reason whatever any provision of the Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Agreement or otherwise.
- 4.1.6 Professional Liability Insurance: Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Agency negligence, breach in the performance of its duties under this Workorder from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the Agency hereunder or (ii) the proceeds, the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

4.1.7 Performance Guarantee

- 4.1.7.1 The Agency shall prior to the Commencement Date and as a condition precedent to its entitlement to payment under this Agreement, provide to the Authority legal, valid and enforceable Performance Guarantee in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Agency of its obligations under this Agreement, in the form set out in this Agreement, in an amount equal 10 (Ten) percent of the total cost of Financial Proposal under this Assignment. Further, in the event the term of this Agreement is extended, the Agency shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Guarantee for an amount equivalent to 10 (Ten) percent of the total cost of Financial Proposal under this Assignment.
- 4.1.7.2 The Performance Guarantee shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Agency is a non-resident, in compliance with applicable foreign exchange laws and regulations).
- 4.1.7.3 The Performance Guarantee shall be extended accordingly such that the Performance Guarantee remains valid until the expiry of a period of 120 (One Hundred and Twenty) Days from the date of completion of the assignment. If the Authority shall not have received an extended/ replacement Performance Guarantee in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Guarantee, the Authority shall be entitled to

draw the full amount of the bank guarantee then available for drawing and retain the same byway of security for the performance by the Agency of its obligations under this Agreement until such time as the Authority shall receive such an extended/replacement Performance Guarantee whereupon, subject to the terms of this Workorder, the Authority will refund to the Agency the full amount of the bank guarantee, unless the Authority has drawn upon the Performance Guarantee in accordance with the provisions of this Agreement, in which case only the balance amount remaining will be returned to the Agency; provided that the Authority will not be liable to pay any interest on such balance. The Authority will return the bank guarantee provided as Performance Guarantee to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Agreement, the Performance Guarantee will, subject to any drawdowns by the Authority in accordance with the provisions hereof, be released by the Authority within a period of 120 (One Twenty) Days from the date of completion of the services.

4.1.8 Penalty

4.1.8.1 Penalty: The selected agency has to provide services as per the requirements of the RFP. In case the services rendered are not as per the requirement of the Department which shall be communicated from time to time, the selected agency will have to come up with a solution within a given agreed timeframe failing which 20% will be deducted from the amount payable. The other form of penalty not mentioned in the RFP or Agreement will be decided by the appropriate authority on case-to-case basis.

4.1.8.2 Replacement of key personnel deployed: Any replacement of key personnel, whose credentials have been evaluated in Technical evaluation for selection of Agency, shall not be allowed within six months from Signing of this Contract. After, the above mentioned six month period, replacement up to 2 Key Personnel is allowed.

In case of unavoidable circumstances which require replacement of any key personnel within the first six months from the signing of contract or beyond 2 key personnel during the rest of the contract period, the Agency will take prior written approval of Authority and the replacement can be done with penalties as defined below:

Parameter	Penalty
Replacement of key personnel	A replacement not less qualified than the resource being replaced must be provided. Penalty in such cases shall be 10% of the deliverable fee for substitution. In exception conditions, Authority shall be at liberty to waive such penalty.

4.1.8.3 Any dispute regarding penalty shall be handled as per dispute settlement provision.

5. The Authority shall have the right to claim under the Performance Guarantee and appropriate the proceeds if any of the following occur:

- a) the Agency becomes liable to pay penalty;
- b) occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 3.3.2;
- c) any material breach of the terms here of; and/or
- d) without prejudice to paragraph above, the Agency fails to extend the validity of the Performance Guarantee or provide a replacement Performance Guarantee in accordance with the provisions of this Agreement.
- e) Non-compliance of mutually agreed time lines/time plan
- f) For any reasons the project is not completed owing to the faulty delivery/noncooperation/non deliverance by the agency
- g) For any reason assignment/consultancy is terminated by agency

6. All conditions of RFP shall be considered to be integral part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of Agency:

For and on behalf of ITPO:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

Annexure A: Form of Bank Guarantee for Performance Guarantee

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

Ref.:

Bank Guarantee:

Date:

Sir,

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 company], 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 Rs. [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 Rs. [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 Rs. [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 Rs. [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 B: Format for Non-Disclosure Agreement

THIS NON-DISCLOSURE AGREEMENT (this “Agreement”) is entered into on the date of [DATE] and is by and between:

Party Disclosing Information: [Party DISCLOSING Information] with a mailing address of [MAILING ADDRESS] (“Disclosing Party”).

Party Receiving Information: [Party RECEIVING Information] with a mailing address of [MAILING ADDRESS] (“Receiving Party”)

WHEREAS,

either Party possesses certain confidential proprietary information; and

WHEREAS,

in connection with the pursuit, evaluation and/or feasibility of a business relationship, and/or the consummation of a transaction (collectively, the "Business Purposes") between the two parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-venture, trading partners, employees, and other organizations (hereinafter referred to as Affiliates), confidential proprietary information of one Party may become available to the other Party.

WHEREAS,

either Party desires to prevent the unauthorized use and disclosure of its confidential proprietary information. NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, Receipt of which is hereby acknowledged, the parties agree as follows:

1. Confidential Information

- a) For purposes of this Agreement, Confidential Information shall mean all strategic and development plans, financial condition, business plans, co-developer identities, data, business records, customer lists, project records, market reports, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by one Party or to which the other Party may be provided access by the disclosing Party or others in accordance with this Agreement, or which is generated as a result of , incidental to or in connection with the Business Purposes, which is not generally available to the public.

2. Non-disclosure Obligations

The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:

- a) to protect and safeguard the Confidential Information against unauthorized use, publication, or disclosure;
- b) not to use any of the Confidential Information except for the Business Purposes. C. not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Non-Disclosure Agreement.
- c) not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Party in any commercial activity which may be Comparable to the commercial activity contemplated by the parties in connection with the Business Purposes.
- d) to restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out the Business Purposes.
- e) to advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon Request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons
- f) to comply with any other reasonable security measures requested in writing by the Disclosing Party.
- g) to refrain from directly contacting or communicating by whatsoever means to the Source(s) of Information without written consent of the Disclosing Party.
- h) to undertake not to disclose any names and their particulars to third parties without the written consent by the Disclosing party.

3. Exceptions

The confidentiality obligations hereunder shall not apply to Confidential Information which:

- a) is, or later becomes, public knowledge other than by breach of the provisions of this Agreement; or
- b) is in the possession of the Party with the full right to disclose prior to its receipt from the Disclosing Party, as evidenced by written records; or

- c) is independently received by the Receiving Party from a third party, with no restrictions on disclosure.

4. Return of Confidential Information

- a) The Receiving Party agrees, upon termination of the Business Purposes or upon the written request of the other Party, whichever is earlier, to promptly deliver to the other Party all records, notes, and other written, printed, or tangible materials in the possession of the Receiving Party, embodying or pertaining to the Confidential Information.

5. No Right to Confidential Information.

- a) The Receiving Party hereby agrees and acknowledges that no license, either express or implied, is hereby granted to the Receiving Party by the other Party to use any of the Confidential Information.
- b) The Receiving Party further agrees that all inventions, improvements, copyrightable works and designs relating to machines, methods, compositions, or products of the other Party directly resulting from or relating to the Confidential Information and the right to market, use, license and franchise the Confidential Information or the ideas, concepts, methods or practices embodied therein shall be the exclusive property of the other Party, and the Receiving Party has no right or title thereto.

6. No Warranty

- a) The Disclosing Party has not made and will not make any representation or warranty as to the accuracy or completeness of its Confidential Information or of any other information provided to the Receiving Party, and the Receiving Party agrees that the Disclosing Party shall have no liability resulting from the use of the Confidential Information or such other information.

7. No Commitment

- a) The disclosure of Confidential Information does not, and is not intended to, represent a commitment by the Disclosing Party to enter into any business relationship with the Receiving Party or with any other entity. If the Parties desire to pursue business opportunities, they will execute a separate written agreement to govern such business relationship.

8. Compelled Disclosure

- a) If the Party faces legal action to disclose Confidential Information received under this Agreement, then the Party shall promptly notify the other Party in order that it may have

the opportunity to intercede and contest such disclosure and, upon request, shall cooperate with the other Party in contesting such disclosure. Except in connection with failure to discharge the responsibilities set forth in the preceding sentence, neither Party shall be liable in damages for any disclosures pursuant to such legal action.

9. Losses

- a) The Receiving Party agrees to indemnify the other Party against any and all losses, damages, claims, or expenses incurred or suffered by the other Party as a result of the Receiving Party's breach of this Agreement.

10. Communication

- a) The two parties agree that the communication between the parties is considered delivered and reached other party if transmitted by fax or electronic means with proof of sending machine. The date of receiving the messages, notices or letters is the date of sending authenticated by the sending machine. All notices under this Agreement shall be deemed to have been duly given upon the mailing of the notice, postpaid to the addresses listed above, or upon the facsimile transmission, to the party entitled to such notice at the facsimile number set forth below.

11. Counterparts

- a) Either the original or copies, including facsimile transmissions, of this Agreement, may be executed in counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument.

12. No Solicitation of Employees

- a) The Receiving Party agrees that it will not, for a period of five (5) Years from the date of this Agreement, initiate contact with the other Party's employees in order to solicit, entice or induce any employee of the other Party to terminate an employment relationship with the other Party to accept employment with the Receiving Party.

13. Term and Termination

- b) This Agreement shall commence on the date first written above. The Receiving Party's right to use the Confidential Information in connection with the Business Purposes shall continue in effect until the period of one year from the date above or the other Party provides the Receiving Party with written notice of termination of such right, whichever is earlier.
- c) Notwithstanding the foregoing, the Receiving Party's obligations with respect to the Confidential Information hereunder shall continue in full force for at least five Years from the termination date and/or effect until further notice from the other Party.

14. Remedies

- a) The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity.

15. Entire Agreement

- a) This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings, and agreements between the parties respecting the subject matter of this Agreement.
- b) This Agreement shall not be modified except by a writing duly executed on behalf of the party against whom such modification is sought to be enforced. Should any provisions of this Agreement be found unenforceable; the remainder shall still be in effect.

16. No Waiver

- a) The failure of either Party to require performance by the other Party of any provision of this Agreement shall in no way affect the full right to require such performance at any time thereafter.

17. Successors and Assigns

- a) Neither Party shall have any right to assign its rights under this Agreement, whether expressly or by operation of law, without the written consent of the other Party.
- b) This Agreement and the Party's obligations hereunder shall be binding on their Representatives, permitted assigns, and successors of the Parties and shall ensure to the benefit of Representatives, assigns and successors of the Parties.

18. Governing Law

- a) This Agreement shall be governed by and construed in accordance with the laws of India.

19. Attorneys' Fees

- a) If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to attorneys

'fees.

20. Modification

- a) This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.

Legal Address of the Parties:

Party A:

Address	Address
Signed for and on behalf of Authority	Signed for and on behalf of Agency
<hr/>	<hr/>

Party B:

1. When designing a pavilion, make sure to refer to the "Design Guidelines for Type A (Self-

ANNEXURE D: CERTIFICATE OF SOLVENCY FROM A 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
Rs..... Rupees).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature) For the Bank

NOTE:

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

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

ANNEXURE-E: DESIGN GUIDELINES FOR TYPE A (SELF-BUILT) PAVILIONS

(Separately Attached)