



ITPO

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

REQUEST FOR PROPOSAL

For

Selection of Logistics and CHA Agency for Expo 2025 Osaka,

ITPO / FS-1/ World Expo / RFP for Logistics & CHA / 2024

8thJanuary2025

(Bharat Mandapam, New Delhi-110001)

Email:

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

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Disclaimer

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

1. Data Sheet

S.No.	Description	Detail												
1.	Name of Work	Selection of Logistics and CHA Agency for delivery of cargo at India Pavilion (A-23) at Expo 2025, Osaka												
2.	Scope of Work	<ul style="list-style-type: none"> Refer details in Chapter 6 												
3.	Eligibility Criteria	<ul style="list-style-type: none"> Should be a company registered under the provisions of the Companies Act, 1882/1956/2013 Consortium is prohibited. Minimum average turnover for any 3 of the last 5 financial years Rs. 50 Cr. Refer details in Chapter 5 												
4.	Person In charge of Bid	OSD (Admin), ITPO												
5.	Tender Fee (Non-Refundable)	Rs. 5,900 incl GST												
6.	Earnest Money	Rs.2,00,000(Rupees TwoLakhs Only)												
7.	Performance Guarantee	Rs. 5,00,000(Rupees Five Lakhs Only)												
8.	Accepting Authority	Chairman & Managing Director (CMD), ITPO												
9.	Bid Validity Period	90 days from the date of opening of the financial bid.												
10.	Bank Details	<table border="1"> <tbody> <tr> <td>Name of the Beneficiary</td> <td>India Trade Promotion Organisation (ITPO)</td> </tr> <tr> <td>Name of the Bank</td> <td>CENTRAL BANK OF INDIA</td> </tr> <tr> <td>Bank Address</td> <td>PRAGATI MAIDAN, NEW DELHI-110001</td> </tr> <tr> <td>Account No.</td> <td>1167404133</td> </tr> <tr> <td>Type of Account</td> <td>SAVINGS</td> </tr> <tr> <td>IFSC</td> <td>CBIN 0284078</td> </tr> </tbody> </table>	Name of the Beneficiary	India Trade Promotion Organisation (ITPO)	Name of the Bank	CENTRAL BANK OF INDIA	Bank Address	PRAGATI MAIDAN, NEW DELHI-110001	Account No.	1167404133	Type of Account	SAVINGS	IFSC	CBIN 0284078
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S.No.	Description	Detail
11.	Method of Selection	<ul style="list-style-type: none"> The bidding entity must meet the eligibility criteria to qualify for Financial Evaluation. Lowest bid under Financial Evaluation will be declared successful bidder
12.	Queries and Clarification	The bidder shall submit queries for clarifications using MS word file in soft copy. The address for requesting clarification is: OSD (Admin), ITPO India Trade Promotion Organisation, Bharat Mandapam, New Delhi-110001 (INDIA) Email: harshk@itpo.gov.in
13.	Last Date of Submission of Queries	10 th January 2025, 5:00 P.M.
14.	Replies to queries by ITPO	13 th January 2025
15.	Proposal Submission Dates	8 th January 2025, 5:00 P.M. 16 th January 2025, 3:00 P.M.
16.	Date of Technical Bid Opening	17 th January 2025, 3:00 P.M.
17.	Date of Financial Bid Opening	To be notified later
18.	Duration of Assignment	12 Months
19.	Mode of Tender Submission	Central Public Procurement Portal (URL: eProcurement System Government of India)
20.	Payment Schedule	Refer Chapter 8
21.	Currency of Financial Proposal	The bidder to quote cost in Indian Rupees only.

2. Definitions

- 2.1 “Authority” shall mean Competent Authority.
- 2.2 “Annexure” referred to in the Tender document shall mean the relevant annexure appended to the Tender Document and the Contract.
- 2.3 “Approved” shall mean approved in writing.
- 2.4 “Bidder / Bidding Entity” shall mean the Bidder who submits the request for proposal (RFP) for providing Logistics and CHA services to ITPO for India Pavilion (A-23) in Expo 2025, Osaka.
- 2.5 “Commencement Date” shall mean the date from which the Successful Bidder receives the notice to commence the Services.
- 2.6 “Competent Authority” shall mean the Chairman and Managing Director (CMD), ITPO.
- 2.7 “Competent Officer” shall mean an officer authorized by the CMD, ITPO.
- 2.8 “Contract” shall mean the contract for the services and shall include the Tender Documents, the Special Conditions of Contract, the General Conditions of Contract, the Letter of acceptance and the accepted rates in the offer, the Agreement and mutually accepted conditions as per the correspondence exchanged between the Successful Bidder and the Competent Authority.
- 2.9 “Earnest Money Deposit (EMD)” shall mean the amount submitted by a Bidder to ITPO for participating in the Bidding Process.
- 2.10 “GoI” means the Government of India and any agency, authority (including regulatory authority), department, inspectorate, ministry, or statutory person (whether autonomous or not) under the control and direction of the Government of India.
- 2.11 “ITPO” shall mean “India Trade Promotion Organisation”

- 2.12 “Letter of Intent to Award/LOIA” means the written notice issued by ITPO to the Successful Bidder intimating the acceptance of Successful Bidder’s Proposal for the award of the services under this RFP.
- 2.13 “Letter of Award/LOA” means the written notice issued by ITPO to the Successful Bidder after submission of Performance Bank Guarantee by the Successful Bidder.
- 2.14 “Prescribed” shall mean as prescribed in the Tender Document.
- 2.15 “Performance Bank Guarantee (PBG)” shall mean the deposit made in the form and manner specified in this document by the Successful Bidder towards satisfactory performance of services mentioned in the scope of services / work.
- 2.16 “Tender” means the Bidder’s bid offered to the Competent Officer for providing Logistics and CHA services and remedying of any defects herein in accordance with the provisions of the Contract and conditions of the tender.
- 2.17 “Successful Bidder” means the entity that has been selected to carry out the works mentioned in Chapter 6 Scope of Work of this RFP after a competitive bidding process.

3. Letter of Invitation

- 3.1 India Trade Promotion Organisation invites tender from Logistics and CHA Agencies to undertake Logistics operations for Osaka Expo 2025 for the India Pavilion.
- 3.2 The Successful Bidder will manage the entire Logistics and CHA process for ITPO, ensuring the safe and timely transport of cargo from India to Osaka and back. This includes pickup, valuation, documentation, and photography of cargo, as well as overseeing transportation via air or sea based on urgency. They will handle customs clearance, insurance, and on-site support in Osaka, ensuring cargo is stored and managed correctly. The Successful Bidder will contract with Osaka Expo 2025 approved Logistics and CHA providers and bear associated costs, manage last-minute changes or delays, and maintain emergency contacts. They will also ensure compliance with all laws, rules and regulations in both countries, provide regular updates, and handle any claims for damaged or lost cargo.
- 3.3 ITPO invites prospective bidders to participate in bidding process for Selection of Logistics and CHA Agency for Expo 2025, Osaka. The bidders interested in obtaining the full RFP documentation are kindly requested to visit the ITPO Website or the Central Procurement Portal (CPP).

4. Instruction to Bidders

4.1 Introduction

4.1.1 ITPO, established under the aegis of Department of Commerce, Ministry of Commerce and Industry, Government of India. ITPO is committed to showcase excellence achieved by the country in diverse fields especially trade and commerce. Its mission is to promote, facilitate, encourage, and coordinate various activities and programme to enhance India's share of exports. The organisation provides a wide spectrum of services to trade and industry and acts as a catalyst for growth of India's trade and commerce.

4.1.2 ITPO has been appointed as the Nodal for the India Pavilion (A-23) at Expo 2025, Osaka and invites qualified and experienced Logistics and CHA Agencies to submit their bids for providing Logistics and CHA Services at Expo 2025, Osaka. Interested parties are encouraged to submit their proposals on the Central Procurement Portal (CPP Portal).

4.2 General Terms and Conditions of the RFP

4.2.1 The CMD, ITPO reserves the right to select the Logistics and CHA Agency or to reject any bid wholly or partly without assigning any reason. The CMD, ITPO also reserves the right to relax any eligibility criteria to ensure participation of the bid by maximum number of bidders and for the interest of ITPO in getting quality service at affordable & reasonable price. Incomplete tenders, amendments & additions to tender after opening or late tenders are liable to be ignored & rejected.

4.2.2 No tender document will be sold, and manual bid shall not be accepted. Bidder have to download the bidding documents from the website www.indiatradefair.com or the Central Procurement Portal & shall ensure that their bids, complete in all respect should be uploaded online before the closing date & time as indicated in the fact sheet stated above.

- 4.2.3 Tender must be uploaded in two-bid system – (a) for Technical bid, (b) for financial bid- Bidder will participate in tender online through Central Public Procurement Portal (URL: [eProcurement System Government of India](#)).
- 4.2.4 Bid will be opened online at Bid Opening Date in the ITPO Office. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
- 4.2.5 The bidder will bear all the costs associated with the preparation and submission of their bid document and the bid inviting authority will in no case be responsible and liable for those costs.
- 4.2.6 The proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

4.3 Earnest Money Deposit

- 4.3.1 Bidders shall submit, along with their Bids, EMD amount mentioned in the Data Sheet in the form of Demand Draft or Bank Guarantee issued by any nationalized bank in favour of ITPO and should be valid for a period of 90 days beyond the Bid Validity Period (Refer Data Sheet).
- 4.3.2 EMD of all unsuccessful bidders would be refunded by ITPO within 90 days of the bidder being notified as being unsuccessful. The EMD for the amount mentioned in the Data Sheet, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format prescribed in the RFP.
- 4.3.3 The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

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

4.3.5 EMD may be forfeited if:

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

4.4 Performance Bank Guarantee

4.4.1 ITPO will require the successful bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of Award, for a value mentioned in the Data Sheet. The Performance Bank Guarantee should be valid for the period mentioned in the Data Sheet. The Performance Bank Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Bank Guarantee shall contain a claim period of 3 months from the date of expiry of contract. The successful bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the successful bidder fails to submit performance guarantee within the time stipulated, ITPO at its discretion may cancel the order placed on the successful bidder without giving any notice. ITPO shall invoke the performance guarantee in case the selected vendor fails to discharge their contractual obligations during the period of ITPO incurs any loss due to vendor's negligence in carrying out the project implementation as per the agreed terms and conditions.

4.5 Instructions for Online Bid Submission

4.5.1 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids

in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in>

4.5.2 Registration

- i. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: [eProcurement System Government of India](https://eprocure.gov.in)) by clicking on the link “Online Bidder Enrolment” on the CPP Portal which is free of charge.
- ii. As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv. Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g Sify/TCS/nCode/eMudhra etc.) with their profile.
- v. Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- vi. Bidder then logs in to the site through the secured log-in by entering their User ID / password and the password of the DSC / e-Token

4.5.3 Searching for Tender Documents

- i. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID< Organization Name, Location, Date, Value, etc. There is also an option of Advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of

Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- ii. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable CPP Portal to intimate the bidders through SMS / e-mail in case there is any Corrigendum issued to the tender document.
- iii. The bidder should make note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the helpdesk.

4.6 Bid Documents, Amendment, Preparation and Submission

4.6.1 Bid Document

- i. One set of Bid Document will comprise of the Technical Documents and another set will comprise of the Financial Documents. In any circumstances if any Bidder uploads the Financial Documents in the Technical Document folder, then that bidder will be summarily rejected.

4.6.2 Amendment to Bid Documents

- i. Before the last date for submission of Bids, the bid Inviting Officer may modify any of the Contents of the Bid Notice, bid documents by issuing amendment / Addendum/Corrigendum.
- ii. Any addendum/ amendments/ Corrigendum issued by the bid Inviting Officer shall be part of the bid Document and it shall be published on the e-procurement website (CPP Portal) and ITPO's Website. However, ITPO shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Bidders are requested to visit the website frequently to check whether there is any related Corrigendum(s) or not.

4.6.3 Bid Offer

- i. For Item rate tender, BOQ contains the quantities worked out by the Department and bidder shall quote the rate for all items/ selected items in MS Excel BOQ sheet with which he intends to execute the work. Thus, the total amount (for overall quoted bid percentage) as computed through Macro Enabled MS Excel BOQ Sheet would be the quoted offered amount for the work, which will be shown in figures & words automatically.

4.6.4 Validity of Bids

- i. Bids shall remain valid for a period mentioned in the Data Sheet from the date of opening of Financial Bid. During the above-mentioned period, no plea by the bidder for any sort of modification of the bid based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.
- ii. Any alteration which is made by the bidder in the contract form, the conditions of the contract, the drawings, specifications or statements / formats or quantities accompanying the same will be recognized; and, if any such alterations are made the bid will be void.

4.6.5 Submission of Bids

- i. The bidders, who are desirous of participating in bid, shall submit their Pre-Qualification and other details etc., in the Standard formats prescribed in the bid document.
- ii. List of documents to be scanned and uploaded: All the documents mention in the Document Checklist (List of the documents to be scanned and uploaded with the Bid) must be submitted online on the CPP Portal. Technical documents should be uploaded in Technical cover and Financial Document should be uploaded in Financial Cover, otherwise the bid will be rejected. Note: If any of the above-mentioned documents (Document Checklist) (List of the documents to be scanned and uploaded with the Bid) is not applicable for a particular Bidder than he / she shall prepare a PDF Document containing the remark as 'NOT APPLICABLE' WITH NAME OF

THE BIDDER & ADDRESS and upload the same in the relevant Folder.

- iii. If any of the certificates/documents furnished by the Bidder, found to be false / fabricated / bogus, the bidder will be liable to blacklisted and their E.M.D. will be forfeited.
- iv. Last date / time for Submission of the Bids: Bids must be submitted within the Bid Submission start and end date and time specified in the Data Sheet. ITPO may extend the dates for issue and receipt of Bids by issuing Corrigendum in which case all rights and obligations of the ITPO and the bidders will remain same as previously.
- v. Late Bids: The CPP Portal will not allow any Bidder to attempt bidding, after the scheduled date and time prescribed in the Data Sheet.

4.7 Bid Opening and Evaluation

4.7.1 Bid Opening

- i. The bid will be opened online by the authorized officer on behalf of the CMD, ITPO at the time, date and venue as specified in the bid documents. Bids shall be scrutinized in accordance with the conditions stipulated in the Bid document. In case of any discrepancy of non-adherence Conditions, the Bid accepting authority shall communicate the same which will be binding both on the bid opening authority and the Bidder. In case of any ambiguity, the decision taken by the Bid Accepting Authority on bids shall be final.

4.7.2 Discrepancy in Bid rate quoted.

- i. The Bids shall be scrutinized in accordance with the conditions stipulated in the Bid document. Bidder shall quote rate in figures only. BOQ (in MS-Excel format) shall be open with Macro Enabled for automatic conversion from figures to words. In case of any ambiguity, the decision taken by the Bid Accepting Authority on Bidders shall be final.

4.7.3 Bid Evaluation

- i. ITPO will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- ii. The Proposal Evaluation Committee constituted by the ITPO shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- iii. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- iv. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- v. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- vi. Each of the responses shall be evaluated as per the criteria and requirements specified in the RFP.

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

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

4.9 Notification of Award Criteria

- 4.9.1 Prior to the expiration of the validity period, ITPO will notify the Successful Bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public

procurement process has not been completed within the stipulated period, ITPO may extend the validity period of the bid.

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

4.10 Notification of Award and Signing of Contract

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

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

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

4.11 Fraud and Corrupt Practices

- 4.11.1 The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, ITPO shall reject a proposal without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the ITPO shall without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or Performance Bank

Guarantee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the ITPO for, inter alia, time, cost and effort of the ITPO, in regard to the RFP, including consideration and evaluation of such bidder's proposal.

4.11.2 Without prejudice to the rights of the ITPO under the clause above and the rights and remedies which the ITPO may have under the LOA or the Agreement, if the bidder is found by the ITPO 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 LOA or the execution of the Agreement, such bidder shall not be eligible to participate in any tender or RFP issued by the ITPO.

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

- i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything value to influence the action of any person connected with the Selection Process (For avoidance of doubt, offering the employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the ITPO who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the ITPO, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial, or technical consultant/adviser of the ITPO in relation to any matter concerning the Project.

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

4.12 Conflict of Interest

4.12.1 The Bidder shall hold the “ITPO’s” interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the Contract Period, a conflict of interest arises for any reasons, the Bidder shall promptly disclose the same to ITPO and seek its instructions.

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

- 4.12.3 The Successful Bidder and its affiliates shall not become otherwise interested in the Scope of Services in any manner. The Successful Bidder agrees that, during the Contract Period, the Successful Bidder and any entity affiliated with the Successful Bidder shall be disqualified from bidding and providing consultancy, goods, works, or services resulting from and/or directly related to the Scope of Services for the Bharat Mandapam Convention Centre.
- 4.12.4 The Successful Bidder and its affiliates are strictly prohibited from engaging and participating in any conflicting activities of the business of ITPO conducted inside Bharat Mandapam. The Successful Bidder shall not engage, and shall cause their personnel not to engage, either directly or indirectly, in any business or and their professional activities with the Occupants and Users of ITPO property which shall safeguard any kind of conflict with the activities assigned to them under this Service Contract.

4.13 Pre-Bid Meeting

- 4.13.1 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.
- 4.13.2 During the course of Pre-Bid Meeting, the Bidders will be free to seek clarification sand 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.

4.14 Queries & Clarifications

- 4.14.1 A prospective bidder requiring any clarification of the tender document may send an email to the email address mentioned in the Data Sheet.
- 4.14.2 ITPO will respond electronically to any request for clarification of the Bid that is received as per date and time given in the DataSheet for the submission of proposals. The bidders are requested to send their queries as per the timelines. Queries received after the set time limit will not be addressed by ITPO.
- 4.14.3 It would be deemed that prior to the bid submission, the bidder:
- a. Has examined completely and carefully the project proposed in this tender and has taken necessary precaution to build in all costs necessary for execution of the project considering the magnitude of the work involved.
 - b. Has determined to its satisfaction the nature and extent of any issue's incidental to the performance of its obligations.

4.15 Foreign Certificates and Currency Conversion

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

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

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

4.16 Other Terms and Conditions

4.16.1 Force Majeure

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

4.16.2 Arbitration

- i. In case of any dispute, both the parties shall make all efforts to resolve by way of conciliation process. In the event any doubt, dispute or difference arising out of or in relation to the Contract remains unresolved, both the parties to the Contract will mutually appoint a Sole Arbitrator, in accordance with the Arbitration and Conciliation Act 1996. 9.1.2 The provisions of Arbitration & Conciliation Act, 1996 (as amended from time to time) shall apply to both the parties. 9.1.3 The fee payable to the Arbitrator shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English. 9.1.4 The venue of the arbitration proceedings shall be the Office of ITPO, i.e Bharat Mandapam, New Delhi.

4.16.3 Jurisdiction

- i. All disputes arising out of and in relation to the contract between the parties herein shall be governed by Laws of India subject to the exclusive jurisdiction of the courts of Delhi only.

4.16.4 Penalty

- i. The time agreed to deliver cargo from Delhi or PAN India to Osaka, Japan or from Osaka, Japan to Delhi or PAN India as the case can be mutually agreed upon by both ITPO and the Successful Bidder.
- ii. If the shipment does not reach the India Pavilion at Expo 2025 Osaka by the scheduled date agreed by ITPO and the Successful Bidder, a penalty of 5% of the total cargo value per week of delay shall be imposed.
- iii. For delays exceeding 4 weeks, ITPO reserves the right to:
 - Terminate the contract due to non-performance.
 - Forfeit the Performance Bank Guarantee.
- iv. In cases where delays are caused by force majeure events, the Successful Bidder must notify ITPO immediately in writing. Penalties shall not apply, provided verifiable evidence of the force majeure event is submitted.
- v. ITPO reserves the right to review documentation provided by the service provider for delays and may, at its discretion, waive or reduce penalties if justified.

4.16.5 Indemnity

- i. The Successful Bidder shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions, losses, damages, expenses, costs and third party claims whatsoever – whether financial or otherwise, including liability for payment of contributions/dues to EPFO/ESIC/Govt. Departments/Local Bodies/Statutory Authorities etc. which ITPO may sustain, incur, Request for Proposal – Selection of Logistics and CHA Agency for Expo 2025, Osaka suffer or be exposed to at any time during the subsistence of the Contract and subsequent

thereto relating to the period of Contract, arising out of a breach by the Successful Bidder, its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract

4.16.6 Confidentiality

- i. The Successful Bidder shall maintain high level of professional ethics and shall not act in any manner, which is contrary to any laws and/or detrimental to ITPO's interest. Contractor/Agency shall treat as confidential any and all data, information and records, obtained/received in the performance/execution of its responsibilities, in strict confidence and shall not reveal such data, information or records to any other person/party without the prior written approval of the ITPO, even after expiry/termination/determination of the Contract. ITPO shall take necessary legal and other remedial actions for infringement of this clause.

4.16.7 Compliance with Statutory Laws

- i. All applicable laws (Central/State/Municipal/Local Laws etc.) including labour laws must be complied with/followed by the contractor/agency.

4.16.8 Intellectual Property Rights (IPR)

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

4.16.9 All statutory expenses, including but not limited to Customs Duty, Taxes, Port/Airport Charges, Bond Fees for Temporary Import, FICCI ATA Carnet Fees etc. shall be borne by ITPO at actuals basis.

5. Eligibility Criterion

The interested bidder should meet the following minimum qualifying criteria:

5.1 Qualification Requirements

S. No.	Qualification Required	Documentary Evidence
1.	<p>i. Should be a company registered under the provisions of the Companies Act, 1882/1956/2013.</p> <p>ii. Registered with the Income Tax Authorities</p> <p>iii. Registered with GST</p> <p>iv. Should have been in the Logistics/CHA business for the last 5 (five) financial years (2019-20, 2020-21, 2021-22, 2022-23, 2023-24).</p> <p>(Proof of revenue generated from Logistics/CHA business activities over the last five financial years must be submitted.)</p> <p>Please note that consortium is prohibited</p>	<p>i. Copy of certificate of incorporation along with name change if any</p> <p>ii. Copy of PAN Card</p> <p>iii. Copy of GST registration certificate</p> <p>All above should be certified by Statutory Auditor / Chartered Accountant</p>
2.	The Bidding Entity must have a minimum average annual turnover of the bidder for any 3 of last 5 years (2019-20, 2020-21, 2021-22, 2022-23, 2023-24) must be Rs. 50 Crores.	Certificate from the chartered accountant. The details relating to the total financial turnover to be provided as per the format given in this RFP at Annexure 2
3.	The Bidding Entity must be registered with the International Air Transport Association (IATA)	Certificate or relevant proof of being associated with IATA.
4.	The Bidding Entity should have a positive net worth for the financial year ending 31st March 2024.	A duly signed and stamped certificate (on the letter head) issued by a practicing chartered accountant or the statutory auditor, clearly mentioning the net worth of the Bidder for the financial

S. No.	Qualification Required	Documentary Evidence
		year end 31 st March 2024.
5.	The Bidding Entity should not have been blacklisted or made ineligible by the GOI or its entities from participating in future bids due to unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or any other reasons, as on date of submission of the Proposal.	Certificate duly signed by an authorized signatory of the Bidder as per Annexure7
6.	The Bidding Entity must satisfy the following additional conditions:	
a	<p>Experience of doing similar work in past 2 Financial years (2022-23, 2023-24)</p> <p>“Similar work” means experience in providing Logistic Services for International Exhibitions. Work orders and experience certificates should be supported with TDS certificates.</p> <p>Bids are invited should be either of the following:</p> <p>Three (3) similar completed works with each project costing not less than the amount equal to INR 40 Lakhs OR</p> <p>Two (2) similar completed works with each project costing not less than the amount equal to INR 60 Lakhs OR</p> <p>One (1) similar work costing not less than the amount equal to INR 80 Lakhs</p>	<p>Proof of Performance as per the format given in Annexure 3.</p> <p>The contract/ work order should be in the name of bidder / sister Organisation / 100% owned subsidiary company.</p>
7.	<p>The Bidding Entity must possess valid certifications of the following as on bid submission date:</p> <p>i. ISO:9001</p>	Proof of ISO:9001

6. Scope of Work

6.1 Cargo Collection and Documentation at ITPO

- 6.1.1 The successful bidder will manage the pickup of cargo from New Delhi with a provision of picking up cargo Pan India if required and deliver cargo at India Pavilion in Osaka.
- 6.1.2 Valuation, Packaging and safe custody of cargo to be ensured, with proper documentation and photography of all items before dispatch.
- 6.1.3 The Successful Bidder is responsible for managing both air and sea cargo depending on urgency, ensuring comprehensive documentation is completed for custom clearance.
- 6.1.4 The Successful Bidder will also ensure the presence of an insurance surveyor to inspect cargo and take action if any damage is detected.

6.2 Domestic Transportation to Sea Port/Airport

- 6.2.1 The Successful Bidder will arrange transport to thesea port or airport with an option of expedited transport if necessary.
- 6.2.2 Transportation must follow local customs regulations in India, and all required export documents (such as the Bill of Lading or Air Waybill) should be prepared.
- 6.2.3 The Successful Bidder will bear the cost of tie-ups with the Expo 2025, Osakaempanelledlogistics providers as per directions of the Expo Authorities and ensure all timelines for export are adhered to.

6.3 Export Compliance and Documentation

- 6.3.1 The Successful Bidder will handle all export documentation in India. Ensuring compliance with custom regulations.
- 6.3.2 They will manage export filing, including preparation and submission of necessary documents to custom authorities for clearance.

6.3.3 Bills of Entry will be filed promptly, and any amendments or errors must be corrected immediately to prevent penalties.

6.4 Import Processing and Custom Clearance at Destination

6.4.1 The Successful Bidder will handle all import documentation in Japan. Ensuring compliance with custom regulations.

6.4.2 Handling of import filing and managing any potential customs delays or issues.

6.4.3 The Successful Bidder will coordinate with Japanese customs for smooth clearance and delivery at the India Pavilion.

6.4.4 In the event that excess customs duty is paid due to shortages, short landing, pilferage of goods, or incorrect assessment by Customs authorities, the Successful Bidder shall be responsible for initiating and managing the refund process in accordance with applicable customs regulations. The Successful Bidder shall ensure timely submission of all necessary documentation, including but not limited to customs reports, incident records, and assessment documentation, to claim the refund. ITPO shall not bear any financial loss due to such excess payments but may provide assistance by issuing certifications or other required documents to facilitate the refund. Any delays in securing such refunds shall be promptly communicated and resolved by the Successful Bidder.

6.4.5 The Successful Bidder shall ensure that the security deposit provided for customs clearance is reimbursed to ITPO in a timely manner, once all customs formalities are completed and the goods are cleared as per applicable regulations.

6.5 Transport and Warehousing in Japan

6.5.1 Upon arrival in Japan, The Successful Bidder will provide on-site support for unloading and storage of cargo for the entire period of the fair.

6.5.2 The Successful Bidder shall provide regular and timely updates on the status of shipments to ITPO as and when required by the Department. These updates must include all relevant details

regarding the location, expected delivery timelines, and any issues or delays encountered during transportation.

6.5.3 The Successful Bidder must contract with empanelled Expo 2025, Osaka logistics vendors for timely delivery to the Expo site and bear all associated costs.

6.5.4 Warehouse management in Osaka for securely storing items not needed for specific periods, as well as items required multiple times at the India Pavilion. These items must be stored safely and provided as needed. Additionally, empty containers and packaging materials used during the event must be securely stored and returned to the venue at the conclusion of the event.

6.6 Delivery at India Pavilion

6.6.1 The Successful Bidder will ensure safe delivery of all items to the India Pavilion at the Expo in Osaka, adhering to the event timelines.

6.6.2 A representative must be present at the India Pavilion at the time of delivery and during the event's conclusion to manage packaging and return of cargo.

6.6.3 Sufficient manpower and equipment should be made available at the site to handle all cargo operations efficiently.

6.7 Insurance Coverage and Risk Management

6.7.1 The Successful Bidder must take insurance coverage for all cargo after proper valuation as per process during the transit (to and fro) and ensure that cargo is surveyed if any damage occurs.

6.7.2 Costs related to the insurance surveyor and claims process will be borne by The Successful Bidder but reimbursed by ITPO upon submission of valid receipts.

6.7.3 Inspection and repacking of damaged cargo must be handled before dispatching back to India.

6.8 Other Responsibilities

- 6.8.1 Documentation: The Successful Bidder will prepare and file all necessary custom documents, including Bills of Entry.
- 6.8.2 Inventory Management: The Successful Bidder must maintain an accurate inventory of all cargo and coordinate with ITPO for updates and clearance.
- 6.8.3 Damage Control: In the event of damage or lost cargo, the Successful Bidder must take immediate action, coordinating with insurance and customs authorities.
- 6.8.4 Follow up and Claims: The Successful Bidder will file and follow up on all insurance and custom claims for short-shipped, damaged, or misplaced cargo.
- 6.8.5 Clearance and Delivery: The Successful Bidder will ensure the prompt clearance of consignments and coordinate delivery to designated location.

7. Evaluation Criterion

- 7.1 The bidder who meets the Eligibility Criteria will qualify for Financial Evaluation and will be deemed “Technically Qualified Bidders”.
- 7.2 The Technically Qualified Bidders shall quote on the BOQ attached below.
- 7.3 The resources required under Logistics and CHA shall consist of the following:

S.No	Item	Unit	Qty	Price/Unit	Amount	Weightage
1.	Full Container(20 Ft. General Purpose)	Per Container	1			5%
2.	Full Container(40 Ft. General Purpose)	Per Container	2			5%
3.	By Sea	Per CBM	132			5%
4.	By Air	Per Kg	25000			70%
5.	Warehousing atOsaka (100 Sqm for 28 weeks)	Per Sqm /week	2800			15%
	Weighted Average			-		

CBM = Cubic Meters

LCL = Less than Container Load

Note:

- The quantities specified in the Bill of Quantities (BOQ) are indicative and may be subject to modification as actual requirements are determined.
- The quote given by the bidder should consist of all the following components:
 - The quote shall include the pickup of articles for transport from Delhi NCR or Pan India to the seaport or airlines for further export processing. If pickup from other locations across India is necessary, the additional transportation costs

will be charged to ITPO on an "at actuals" basis. The Successful Bidder must provide valid receipts and documentation for these additional costs, which will be subject to verification and approval.

- Shall include all export charges (Airlines and Shipping)
- Export clearances (Airlines and Shipping)
- Local Delivery from Osaka to Warehouse and Expo Site and further to India Pavilion.
- All land transport in India and Japan is inclusive in the above quoted rates.
- Same charges quoted shall be applicable for inward and return movement of goods.
- Rates are exclusive of GST and additional Taxes (If any).

3. "Weightage" refers to importance given to each item. The same shall be used to calculate the normalized cost in the Financial Evaluation.

For example: ***Normalized Cost = (Cost of Full Container 20 Ft. General Purpose x 0.05) + Cost of Full Container 40 Ft. General Purpose x 0.05) + (Cost by Sea x 0.05) + (Cost by Air x 0.70) + (Cost of Warehousing x 0.15).***

The lowest bid shall be declared L1

- 7.4 The Bidder offering the Logistics and CHA services at the lowest cost shall be declared the Successful Bidder.
- 7.5 Any deviation/ redesign of the form of Financial Proposal shall result in rejection of the Proposal(s), unless the same is pursuant to an Addendum issued by ITPO.

8. Payment Schedule

The Successful Bidder shall raise monthly invoices (at the last working day of every month) to ITPO based on the actual shipment or cargo sent during the billing period. All invoices will need to be supported by:

- Relevant documentation, including shipping details,
- Customs clearance reports,
- Insurance, and other related expenses.

Payments will be made by ITPO Two (2) weeks after receipt of the invoice, subject to verification and approval of the billed amounts. Any discrepancies or disputes will be promptly communicated, and adjustments will be made accordingly.

Annexure 1: Technical Proposal

(I) Letter for Submission

We, [Bidder Name], hereby submit our Technical Proposal in response to the Request for Proposal (RFP) issued by India Trade Promotion Organisation (ITPO) for Selection of Logistics and CHA Agency for Expo 2025, Osaka.

Enclosed herewith are documents required as per Document Checklist providing comprehensive details of our company's background, our track record in providing International Logistics Services, and our financial capabilities.

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

(II) Document Checklist

S.No	Document Requirement	Eligible (Yes / No)	Document Attached	Pg. No
1.	Firm Registration			
1.1	Copy of certificate of incorporation from the relevant authority along with name change if any			
2.	Financial Eligibility:			
2.1	Summarized Balance Sheets and Statements of Profit and Loss (Audited) and attested by Chartered Account for last 5 years. (2019-20,2020-21,2021-22,2022-23,2023-24) (Annexure 2)			
2.2	Positive Net Worth (A duly signed and stamped certificate (on the letterhead) issued by a practicing chartered accountant or the statutory auditor, clearly mentioning the net worth of the Bidder for the financial year end 31 st March 2024)			
4.	Undertaking and Certifications			
4.1	Undertaking of Not being blacklisted signed by an authorized signatory of the bidder (Annexure 7)			
4.2	Certificate from International Air Transport Association (IATA)			

S.No	Document Requirement	Eligible (Yes / No)	Document Attached	Pg. No
4.3	Copy of an ISO:9001 Certification, should be certified with International Exhibition Logistics Association.			
5.	Previous Experience			
5.1	To be submitted in the format prescribed in Annexure 3.			

Signature of Authorized Person: Name

Designation and Seal.....

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

Annexure 2: Format for CA Certificate

Format for CA Certificate indicating minimum average annual turnover

Amount in Rupees Crore .

Sr. No.	Particulars	FY 2023- 24	FY 2022- 23	FY 2021- 22	FY 2020- 21	FY 2019- 20	Average of any 3 of last 5 Years
4.	Average Annual Turnover						

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

Unique Document Identification Number (UDIN): _____

Signature _____

Name of the Statutory Auditor _____

Membership No _____

Designation _____

Name of the Audit Firm _____

FRN _____ (Seal of the firm)

DATE _____

Note:

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

SIGNATURE _____

NAME _____

DESIGNATION _____

COMPANY SEAL

COMPANY _____

DATE _____

Annexure 3: Format for listing Similar Work Experience

This is to certify that _____ has successfully completed the following assignments. We understand that proof of the same in terms of work order or tax invoice or completion certificate in name of bidder / sister organization / 100% owned subsidiary company can be produced by us on demand.

“Similar work” should have experience in providing Logistic Services for International Exhibitions. Work orders and experience certificates should be supported with TDS certificates.

Sr. No	Name of Customer	Name of Event	Start Date	End Date	Contract Value	Description of Work
1.						
2.						
3.						
4.						

FOR BIDDER

Signature of Authorized Representative [In full and initials]:

Name of Bidder:

(Name and seal of the Bidder)

Annexure 4: Financial Letter

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

(Date and Reference)

To,

Dear Sir,

Subject: Appointment of Logistics and CHA Agency for Expo 2025, Osaka.

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

I/ We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

Annexure 5: Financial Proposal

FINANCIAL BID

S.No	Item	Unit	Qty	Price/Unit	Amount	Weightage
1.	Full Container (20 Ft. General Purpose)	Per Container	1			5%
2.	Full Container (40 Ft. General Purpose)	Per Container	2			5%
2.	By Sea	Per CBM	132			5%
3.	By Air	Per kg	25000			70%
4.	Warehousing atOsaka (100 Sqm for 28 weeks)	Per Sqm /week	2800			15%
	Weighted Average			-		

CBM = Cubic Meters

LCL = Less than Container Load

Note:

1. The quantities specified in the Bill of Quantities (BOQ) are indicative and may be subject to modification as actual requirements are determined.
2. The quote given by the bidder should consist of all the following components:
 - ***The quote shall include the pickup of articles for transport from Delhi NCR or Pan India to the seaport or airlines for further export processing. If pickup from other locations across India is necessary, the additional transportation costs will be charged to ITPO on an "at actuals" basis. The Successful Bidder must provide valid receipts and documentation for these additional costs, which will be subject to ITPO's verification and approval.***
 - Shall include all export charges (Airlines and Shipping)
 - Export clearances (Airlines and Shipping)
 - Local Delivery from Osaka to Warehouse and Expo Site and further to India Pavilion.

- All land transport in India and Japan is inclusive in the above quoted rates.
 - Same charges quoted shall be applicable for inward and return movement of goods.
 - Rates are exclusive of GST and additional Taxes (If any).'
3. "Weightage" refers to importance given to each item. The same shall be used to calculate the normalized cost in the Financial Evaluation.

For example: ***Normalized Cost = (Cost of Full Container 20 Ft. General Purpose x 0.05) + (Cost of Full Container 40 Ft. General Purpose x 0.05) + (Cost by Sea x 0.05) + (Cost by Air x 0.70) + (Cost of Warehousing x 0.15).***

The lowest bid shall be declared L1

Annexure 6: Performance Bank Guarantee Form

To,

India Trade Promotion Organisation,

Ministry of Commerce and Industry, Govt. of India

Pragati Maidan, New Delhi

Pin – 110001

In consideration of the India Trade Promotion Organisation (herein called the “Authority”) having to enter into an Agreement with M/s..... (herein called the “Logistics and CHA Agency”) as a follow up to the Letter of Award no..... dated..... Issued by the Authority for **“Selection of Logistics and CHA for Expo 2025, Osaka”** on production of Performance security in the form of Bank Guarantee for INR (Rupees.....only), at the request of, We, (Bank) do hereby undertake to pay the Authority an amount not exceeding INR..... (Rupees Only) against any default or failure on the part of The Logistics and CHA Agency to perform the contract in accordance with the terms & conditions or any breach of the said Agreement.

1. We, (Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Authority stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Logistics and CHA Agency or any of the terms conditions contained in the said timeframe or by reason of the Logistics and CHA Agency’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR..... (Rupees only).
2. We, (Bank) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by The Logistics and CHA Agency in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and The Logistics and CHA Agency shall have no claim against us for making such payment.

3. We, (Bank) further agree that the Guarantee herein contained shall remain full force and effect till completion of project work to the complete satisfaction of the Authority in terms of conditions of contract and Letter of Award (LoA) and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We (Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said Logistics and CHA agency and accordingly discharge this Guarantee after 90 days from the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Authority in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that same is enforced after the expiry of the said period or after the extended period as the case may be.

4. We, (Bank) further agree with the Authority that the Authority shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said Logistics and CHA Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Logistics and CHA Agency and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Logistics and CHA Agency or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Logistics and CHA Agency or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

5. It shall not be necessary for the Employer to proceed against the Logistics and CHA Agency before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Authority may have obtained or obtain from The Logistics and CHA Agency at the time when proceedings are taken against the bank hereunder be outstanding unrealized.

6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR (Rupees..... Only) and

shall remain in force until or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before the extended date ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.

- 7. This Guarantee will not be discharged even if there is a change in the constitution of the Bank or the Logistics and CHA Agency.
- 8. We, (Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the of..... 2024
For.....
(Indicate the name of bank)

Signature.....
Name of the Officer
(In Block Capitals)

Designation

Code No.....

Name of the bank and Branch
(SEAL)

Annexure 7: Letter of Undertaking for Blacklist

[This undertaking shall be provided by the Bidder] [On the letter head of the Bidder]

[Date]_____

Subject: RFP for Selection of Logistics and CHA Agency for Expo 2025, Osaka.

Capitalized terms used herein and not defined shall have the meaning ascribed to them under the Requestfor Proposal dated (“RFP”).

We [please insert the full name of the Bidder] hereby declare and confirm that we have read and understood all the terms and conditions of the RFP including the specific conditions of RFP, the Annexures therein and we hereby confirm the said terms and conditions are acceptable to us. We declare and confirm that we satisfy, and are compliant with, the Eligibility Criteria as set out under Chapter 5 to the RFP. We undertake to execute the Service Agreement in the manner and within such period as may be required by ITPO and further undertake to abide by the terms and conditions of the Letter of Intent to Award and the Service Agreement in case we are declared as Successful Bidder.

We declare that there is no pending, active, previous or threatened litigation against us in relation to or in connection with providing Logistics and CHA services by us across India or anywhere else that (i) materiallyaffects our subsistence; or (ii) would prevent us from making the Proposal or executing the Service Agreement and fulfilling the terms and conditions of the same in the event that we are the Successful Bidder.

We further declare and confirm that we are aware of the required Approvals and other clearances to beobtained for undertaking our obligations for commencing and providing Logistics and CHA Services.
under the Applicable Laws and undertake.

We further declare and confirm that we have never been debarred/ blacklisted by ITPO or any Govt Department/PSU pursuant to any business activity undertaken with them.

We further declare and confirm that (i) making and submission of Proposal under RFP; (ii) acceptance ofLetter of Intent to Award; (iii) execution of the Service Agreement and thereby undertaking our obligationsto undertake Logistics and CHA Services as providedin RFP and that may be approved and/or notified, in writing, by the Authority from time to time during the events at Bharat Mandapam, New Delhi. does not infringe in any manner,whatsoever the existing contracts that we have entered into as on the date of the RFP.

We confirm that no benefit, either in cash or in kind, has been provided by us to any officer or employee, or any relative/associate of any officer or employee of ITPO or any of its associate companies, in order to secure the Contract, and undertake not to provide any benefit, either in cash or in kind, to any such officer/employee/relative/associate as a reward or consideration either for securing the award or any other matter relating to this RFP.

We accept that in the event that the documents submitted by us along with the Proposal are found by ITPO to be inadequate/ false/ incorrect/misleading/incomplete, the Proposal may be rejected by ITPO without assigning any reasons thereof. In addition, ITPO reserves its right to prohibit us from participation in any further tenders/bids of ITPO.

We acknowledge that ITPO reserves itself the right to reject the Proposal without assigning any reason thereto. We further acknowledge that ITPO is not bound to accept the highest or any Proposal.

We acknowledge that ITPO may share the Proposal and any other information provided by us during the Bid Process or at any time thereafter with its advisors and agents, and we consent to the same.

Upon being issued the Letter of Intent to Award, we undertake to (a) fulfill the conditions specified in the Letter of Intent to Award; (b) furnish the Performance Bank Guarantee; (c) such other undertakings as are prescribed to be issued under and in accordance with the Service Agreement and/or the Letter of Intent to Award; (d) execute the Service Agreement upon completion of the conditions specified in the Letter of Intent to Award; (e) ensure compliance with our obligations as per the terms and conditions of the Agreements and be liable and responsible for such compliance.

We confirm that this RFP is confidential and personal to us and we will not disclose any information set out in this RFP to any person, association of persons or body corporate, except as permitted by ITPO.

[Name of the Bidder]

Address :

Tel no (Office):

Authorized Signatory

Name and Designation: