



INDIA TRADE PROMOTION ORGANISATION (ITPO)

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

REQUEST FOR PROPOSAL (RFP)

for

**Selection of Concessionaire for operationalizing the earmarked spaces for
Food & Beverage Activities in Pavilion of India – Bharat Pavilion at Expo
2025, Osaka (Japan)**

RFP No. 1 – ITPO / Expo2025 / F&B / 2025

06 JANUARY 2025

(Bharat Mandapam, New Delhi-110001)

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

1. Data Sheet

| S.N | Description | Details |
|-----|-------------------------|---|
| 1. | Name of Work | Selection of Concessionaire for operationalizing the earmarked spaces for Food & Beverage Activities in Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan) |
| 2. | Person In charge of Bid | Pavilion Director, Pavilion of India – Bharat Pavilion, Osaka (Japan) |
| 3. | Tender Fee | JPY 23,600 including taxes |
| 4. | Earnest Money | JPY 20,00,000 (Japanese Yen Two Million Only) |
| 5. | Performance Guarantee | FIVE percentage of the Lumpsum Bid of the Successful Bidder |
| 6. | Accepting Authority | Commissioner General, Pavilion of India, Expo 2025/ CMD, ITPO Camp Office, O/o Consulate General of India, Osaka-Kobe 10th Floor, Lucid Square Senba 1-9-26, Kyutaromachi, Chuo Ward, Osaka-541-0056, Japan |
| 7. | Bid Validity Period | 90 days from the date of opening of the bid. |
| 8. | ITPO Bank Details: | |
| | Account number: | 0731459 10200389520001 |
| | Name of Bank: | MUFG Bank Ltd State Bank of India |
| | Branch: | Senba Chuo branch Osaka branch |
| | SWIFT Code: | BOTKJPJT SBINJPJTOSA |
| 9. | Method of Selection | Bidders must meet all eligibility criteria to qualify for financial bid submission. The bidder offering the highest Lumpsum Bid will be declared the successful bidder. |

| S.N | Description | Details |
|-----|---|---|
| 10. | Queries and Clarification | The bidder shall submit queries for clarifications latest by 12 January 2025 through email to expo2025@itpo.gov.in , pushpam1701@itpo.gov.in and saurabhsharma@itpo.gov.in . The Bidders should keep visiting https://indiatradefair.com/ for latest information. |
| 11. | Submission Details | Start date: 06 January 2025 End date/time: 27 January 2025 at 6 PM (JST) |
| 12. | Pre-Bid Meeting Details | Start date/time: 13 January 2025 at 4 PM (JST) End date/time: 13 January 2025 at 5 PM (JST) Mode: through Video Conferencing (URL would be provided on request at) |
| 13. | Acceptance of LoA | Need to be deposited within 7 days of issuance of LoA |
| 14. | Performance Guarantee | Need to be deposited within 10 days of issuance of LoA |
| 15. | Hundred percent of the Lumpsum Bid of the selected Bidder AND Proposed design of the off-site Base Kitchen, the proposed design and material specifications of the on-site Food Truck/Kitchen, F&B counter(s), open seating (if any), etc. prior to placing any order for fabrication | Need to be deposited within 20 days of issuance of LoA |
| 16. | Allottee would be given the possession of the allotted | By 01 March 2025 |

| S.N | Description | Details |
|-----|--|---|
| | space for F&B Activities in Pavilion of India | |
| 17. | Complete all the preparatory/ infrastructure work in the off-site Base Kitchen | Latest by 20 March 2025 |
| 18. | Allottee should complete all the preparatory/infrastructure work in on-site facilities | Latest by 31 March 2025 |
| 19. | Allottee to ensure removal of installations done/ provided | After 16 October 2025 and latest by 31 October 2025 |

2. Letter of Invitation & Background

2.1 Invitation

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

2.2 Background

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

more than 19 million people, and the Expo 2025 is expected to be visited by about 28 million visitors.

- 2.2.5 Customs and consumption tax-related Japanese laws and regulations will apply to all goods imported for sales at the Expo 2025 (refer Guidelines for Customs Procedures).

3. Instruction to Bidders

3.1 Definitions

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

- 3.1.1 “Expo” or “Expo 2025” hereinafter means the World Expo 2025 being held in Osaka, Japan during from 13 April 2025 to 13 October 2025.
- 3.1.2 “F&B Activities” hereinafter include cooking/catering/takeaway services in the earmarked spaces as per the prescribed guidelines of the Expo Authority/ Expo 2025 Organizer.
- 3.1.3 “Approval” hereinafter means approved by ITPO in writing including subsequent confirmation of previous approval(s).
- 3.1.4 “Allottee” hereinafter means and refers to the F&B concessionaire that has been selected and allotted the earmarked spaces for F&B Activities in the Pavilion of India, including the successors or authorized representatives.
- 3.1.5 “Bharat Pavilion” hereinafter means the National Pavilion of India at Expo 2025.
- 3.1.6 “Site” hereinafter means plot of the Pavilion of India at Expo 2025.
- 3.1.7 “Organizer” hereinafter means all the monitoring authorities of the Expo 2025 including Japan Association for the 2025 World Exposition, Bureau International des Expositions (BIE) and Statutory Authorities concerned with F&B/ Commercial Activities within National Pavilions.
- 3.1.8 “Official Participant” hereinafter means the foreign governments and international organisations that have accepted the formal invitation from the Government of Japan to participate in the Expo 2025.

3.2 Introduction

- 3.2.1 ITPO is inviting bids for selection of concessionaire for operationalizing the earmarked spaces for Food & Beverage Activities in Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan) for duration from 13 April 2025 to 13 October 2025.
- 3.2.2 The tender documents would be available on ITPO website (www.indiatradefair.com) and it may be downloaded as per the schedule given in DATA SHEET. The Bidders shall not modify the Tender Form, including downloaded price bid template, in any manner. In case the same is found to be tampered/ modified in any manner, tender will be completely rejected and EMD would be forfeited, and Bidder is liable to be banned from doing business with ITPO. Intending Bidders are advised to re-visit ITPO website www.indiatradefair.com regularly for updates about the RFP and its process.
- 3.2.3 The bidders shall submit the Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith.
- 3.2.4 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.
- 3.2.5 Number of Proposals: No bidder shall submit more than one Proposal.
- 3.2.6 Cost of preparing the Proposal: Bidder shall bear all costs associated with the preparation and submission of their Proposal, and their participation in the Selection Process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Authority, or any other costs incurred in connection with or relating to its Proposal. The Authority is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to issue of LOA, without thereby incurring any liability to the bidder.

3.3 Clarification and amendment of RFP Documents

- 3.3.1 The bidder may seek clarification on this RFP Document, before the date as provided in the DATA SHEET of the RFP. Any request for clarification must be sent by standard electronic means (PDF and/or word file) via the means provided in the DATA SHEET.
- 3.3.2 At any time before the submission of Proposals, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Documents by an amendment. To afford the bidder a reasonable time for taking an amendment into account, or for any other reason, the Authority may at its discretion extend the Proposed Due Date.
- 3.3.3 Date of Pre-Bid Meeting and mode is mentioned in the DATA SHEET. The conduct of Pre-Bid Meeting shall be followed in accordance with the provisions of the DATA SHEET of the RFP.

3.4 Earnest Money Deposit (EMD) and Performance Guarantee (PG)

- 3.4.1 An Earnest Money Deposit (“EMD”) should be in the form of Demand Draft or bank transfer issued from any of the scheduled commercial bank and should be valid for a period of 90 days beyond the Bid Validity Period in favour of **India Trade Promotion Organisation**, payable at **Osaka (Japan)**, for the sum as provided in the DATA SHEET.
- 3.4.2 The proposals received without the specified EMD will be summarily rejected.
- 3.4.3 ITPO will not be liable to pay any interest on EMD. EMD of the bidders who do not qualify shall be returned, without any interest, **within one month** after issue of LoA to the Successful Bidder or when the selection process is cancelled by the ITPO. The EMD of Successful Bidder shall be returned/adjusted against the Performance Guarantee.
- 3.4.4 ITPO will be entitled to forfeit the EMD as loss and damage payable to ITPO regarding the RFP without prejudice to ITPO’s any other right or remedy under the following conditions:
- If any bidder that engages in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as envisaged under this RFP (including the Standard Form of Contract); or
 - 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
 - In case the Successful Bidder fails to accept the Agreement or fails to provide the Performance Guarantee within specified time limit, or

d) If the bidder commits any breach of terms of this RFP or is found to have made a false representation to the Authority.

3.4.5 Performance Guarantee: A Performance Guarantee equivalent to the amount indicated in the DATA SHEET shall be furnished by the Successful Bidder before entering into the Agreement with the ITPO in the form of a Bank Guarantee as per the Performance Guarantee Form format specified in the RFP. The Performance Guarantee shall, subject to penalties (if any), shall be returned after the completion of the project. The Successful Bidder shall be required to submit the Performance Guarantee **within 10 days** of issue of LoA.

3.5 Preparation of Proposal

3.5.1 Language and Format: The bidder is requested to submit their Proposal only in English language and strictly in the formats provided in this RFP.

3.5.2 In preparing their proposal, the bidder is expected to thoroughly examine the RFP Document. The Authority will evaluate only those Proposals that are received in the specified forms and complete in all respects.

3.5.3 The technical proposal should provide the Documents as prescribed in the RFP. **No information related to financial proposal should be provided in the technical proposal.**

3.5.4 Failure to comply with the requirements spelt out above shall lead to ITPO being entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal the applicant shall be disqualified and his proposal will not be considered.

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

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

3.5.7 **FINANCIAL PROPOSAL:**

While preparing the Financial Proposal, the Bidder is expected to consider the various requirements, conditions and scope of work stipulated in this RFP. The Bidder shall quote in **Lumpsum (in JPY)** for operationalising the earmarked spaces for Food & Beverage Activities in Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan).

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

- a) The Financial Proposal shall be deemed to be exclusive of all taxes, levies, fees, etc. by whatever name called. Every type of cost of the Bidder related to their employees, etc. shall be borne by the Bidder itself and there shall be no liability on the part of ITPO.
- b) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- c) The Financial Proposal shall consider all the expenses and tax liabilities, and cost of insurance specified in the Agreement or otherwise, levies and other impositions applicable under the prevailing law.

3.6 Guidance to the Bidder

3.6.1 The Bidders need to submit the physical bids with physical enclosures and supporting documents in an envelope at the **Office of Consulate General of India, 10 Floor, Lucid Square Semba 1-9-26, Kyutaromachi, Chuo Ward, Osaka-541-0056**. The Bidder should use Three Envelops to submit the bids:

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

3.6.2 The details of bank details to be used for deposition of Tender Fee, EMD, Performance Guarantee, advance payment, etc. would be of the State Bank of India branch in Osaka (Japan) as follows:

| | | |
|-----------------|---------|----------------|
| Account number: | 0731459 | 10200389520001 |
|-----------------|---------|----------------|

| | | |
|---------------|-------------------|---------------------|
| Name of Bank: | MUFG Bank Ltd | State Bank of India |
| Branch: | Senba Chuo branch | Osaka branch |
| SWIFT Code: | BOTKJPJT | SBINJPJTOSA |

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

3.7 Proposal Evaluation

- 3.7.1 After the deadline for submission of proposals, envelopes containing EMD and the Technical Proposal shall be opened by the Evaluation Committee to evaluate whether the Bidder has met the prescribed Eligibility Criteria. The Financial Proposal shall remain sealed until then.
- 3.7.2 The Financial proposal of bidders found eligible in the Technical Proposal will ONLY be opened.
- 3.7.3 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.
- 3.7.4 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) Pre-Qualification stage
 - i. The Pre-Qualification Documents are received in the form and manner specified in this RFP;
 - ii. It does not contain any condition or qualification;
 - iii. It is not non-responsive in terms hereof; and
 - iv. The proposal qualified as per Eligibility Criteria specified.
 - b) 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;
 - iii. It is not non-responsive in terms hereof; and

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

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

3.8 Letter of Award and Agreement

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

3.9 Confidentiality

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

3.10 Corrupt and Fraudulent Practices

- 2.10.1 The bidder and their respective officers, employees, agents, and advisors shall observe the highest standard of ethics during the Selection Process.

Notwithstanding anything to the contrary contained in this RFP, the Authority will reject a Proposal without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the 'Prohibited Practices') in the Selection Process. In such an event, the Authority will, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit or Performance Guarantee, as applicable, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, regarding the RFP, including consideration and evaluation of such bidder's Proposal.

2.10.2 Without prejudice to the rights of the Authority under this Clause, hereinabove and the rights and remedies which the Authority may have under the RFP or the Agreement, if an bidder or Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the RFP or the execution of the Agreement, such bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 1 (one) year from the date such bidder, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case maybe.

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

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

Project or the RFP or the Agreement, who at any time has been or is a legal, financial or technical consultant / advisor of the Authority in relation to any matter concerning the Project;

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

3.11 Pre-Bid Meeting

- 2.11.1 Pre-Bid Meeting of the bidders will be convened at the designated date, time and mode as provided in the DATA SHEET. A maximum of two representatives of each bidder will be allowed to participate. Bidders intending to attend the Pre-Bid Meeting should inform ITPO through email beforehand.
- 2.11.2 During the Pre-Bid Meeting, the bidders may seek clarifications and make suggestions for consideration of the ITPO and ITPO will provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive selection process.
- 2.11.3 The bidders are advised to visit the ITPO's website mentioned in the DATA SHEET to keep them updated, for any changes/modifications related to this RFP.

3.12 Miscellaneous

- 3.12.1 **Arbitration:** 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.

The provisions of Arbitration & Conciliation Act, 1996 (as amended from time to time) shall apply to both the parties. The fee payable to the Arbitrator shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English. The venue of the arbitration proceedings shall be the Office of ITPO, i.e. Bharat Mandapam, New Delhi.

- 3.12.2 **Jurisdiction:** 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 New Delhi only.
- 3.12.3 **Force Majeure:** If at any time, during the continuance of this Contract, the performance in whole or in part, by either party, of any obligation under this Contract is prevented or by reason of war, or delayed, hostility, acts of the public enemy, civic commotion, act of State or direction sabotage, from Governmental Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and establishments lockouts(as are not limited to the and facilities of the Parties), fire, floods, natural calamities or of GOD any act (hereinafter referred to as "Event"), provided notice of happenings of such Event is given any by the affected party the date of to the other, within 7 Calendar days from occurrence entitled thereof, neither Party shall, by reason of such event, be to terminate this Contract, nor shall either Party have any such claims for damages/compensation/costs/expenses against the other, in respect of such non- performance or delay in performance provided as the Contract shall be resumed as soon the practicable, CMD, ITPO after as such Event comes to an end or ceases to exist. The decision of to whether the service may be so resumed within which the (and the time frame service may be resumed) or not, shall be final and provided further that if the conclusive, performance in whole or part of Contract is any obligation under this prevented or delayed by reason of any such event for a period exceeding 30 days, either party may, at its option, terminate the Contract.
- 3.12.4 **Indemnity:** Contractor/Agency/Allottee shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions, losses, damages, expenses, costs and third party claims whatsoever whether financial or otherwise, including liability for payment of contributions/dues to EPFO/ESIC/Govt. Departments/Local Bodies/Statutory Authorities etc. which ITPO may sustain, incur, suffer or be exposed to at any time during the subsistence of the Contract and subsequent thereto relating to the period of Contract, arising out of a breach by the Contractor/Agency/Allottee, its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract.
- 3.12.5 **Confidentiality:** Contractor/Agency/Allottee shall maintain high level of professional ethics and shall not act in any manner, which is contrary to any laws and/or detrimental to ITPO's interest. Contractor/Agency/Allottee

shall treat as confidential any and all data, information and records, obtained/received in the performance/execution of its responsibilities, in strict confidence and shall not reveal such data, information or records to any other person/party without the prior written approval of the ITPO, even after expiry/termination/determination of the Contract. ITPO shall take necessary legal and other remedial actions for infringement of this clause.

- 3.12.6 **Intellectual Property Rights:** ITPO's name/logo/other IPRs shall be the sole and exclusive property of ITPO only. For any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs by the Contractor/Agency/Allottee and/or their sub-agents/sub-contractors/employees etc., the Contractor/Agency shall be held solely responsible. ITPO shall not be responsible for any harm or loss caused to any third party because of any such misuse/misrepresentation/unauthorized Contractor/Agency misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs and/or any claim(s) relating to infringement of any intellectual property rights committed by them/their sub-agents/sub-contractors/employees etc. legal and other remedial actions, as deemed fit, for such violations. of ITPO's name/logo/IPRs and/or any claim(s) relating to infringement of any intellectual property rights committed by them/their sub-agents/sub-contractors/employees, etc. ITPO shall take necessary legal and other remedial actions, as deemed fit, for such violations.
- 3.12.7 **Compliance with Statutory Laws:** All applicable laws (Central/State/Municipal/Local Laws etc.) including labour laws must be complied with/followed by the contractor/agency.

4. Scope of Work and Deliverables

4.1 Space for F&B Activities in Pavilion of India:

- 4.1.1 The following spaces would be allocated to the selected concessionaire for operationalising kitchen and catering services at Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan) for the duration of Expo 2025:

| S. no. | Proposed Space | Proposed location | Earmarked spaces for allocation for F&B Activities* |
|--------|--|-------------------------|---|
| 1. | Space for Food Truck/Kitchen@ of about 2.6m x 12.0m = 31.2 sqm | Rear of Type-X Pavilion | 31.2 sqm |

| | | | |
|--|--|--|-----------------|
| 2. | Four nos. F&B counters (about 3 sqm each) with payment methods like POS machine etc. and space for reheating, display arrangements, etc. | West-side of Type-X Pavilion (towards Service Road) | 12 sqm |
| 3. | Pantry (about 11 sqm) | Inside Type-X Pavilion, primarily to serve in indoor lounges/offices for VVIPs/official guests/staff, as and when required | 11 sqm |
| 4. | Space for open outdoor seating/standing tables for about 30 pax and 50 pax (NON-ALLOTTED SPACE) | South-side and West-side of Type-X Pavilion | - |
| 5. | Lounge/offices (NON-ALLOTTED SPACE) | Inside Type-X Pavilion, for serving F&B offerings to staff, official visitors and dignitaries/ VVIPs | - |
| 6. | Off-site Base Kitchen with preparation, cooking/semi-cooking and storage facilities | Osaka City, near to Expo 2025 site. To be completely identified, arranged, managed and operated by the Allottee at its own responsibility and expenses | - |
| TOTAL tentative spaces for allocation | | | 54.2 sqm |

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

@ Suitable option of on-site Food Truck/Kitchen will be subject to approval of the Expo Authorities.

4.1.2 The layout of the Pavilion of India and with location of the earmarked spaces for the F&B Activities is a given at Annexure of Earmarked Spaces for F&B Activities in Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan). The name of the catering facilities in the Pavilion of India would be decided by ITPO.

4.1.3 The Allottee shall operationalise the F&B facilities in the earmarked spaces of the Pavilion of India for a variety of users, which may be the general Expo 2025 visitors in Pavilion of India, the Pavilion of India staff/officers/performers, VVIP guests/invitees/visiting dignitaries visiting

Pavilion of India, etc. As per the Expo Authority estimates, the Expo 2025 is expected to be visited by about 28 million visitors. It is expected that about 5-10 percent of the Expo 2025 visitors may visit the Pavilion of India.

4.1.4 Details of the F&B Spaces that are intended to be allocated on Lumpsum Bid basis are as follows:

- a) Space to set-up in Food Truck/Kitchen of about 2.6m x 12.0m = 31.2 sqm. In case of Food Truck, it would be kept stationary before start of the event and need to be usually stationary, except for repair/refilling if and when allowed. This may be used for final cooking, presentation/plating, storage of semi-cooked food, raw ingredients, utensils, disposables, cutlery, etc. The Allottee need to identify, arrange, manage and operate the required Food Truck/Kitchen, its equipment, cutlery, utility connections/lines/consumables, utensils/cutlery/disposables/raw material, furniture, etc. at their own cost and responsibility.
- b) Four nos. F&B counters (about 3 sqm each) (west-side of Type-X Pavilion) with payment methods like POS machine etc. and space for reheating equipment and display arrangements. There may be space nearby for placing few tables and chairs too. The Allottee need to arrange, manage and operate the required reheating/keep-warm/other equipment, display arrangements, utensils/cutlery/disposables/raw material, utility connections/lines/consumables, and furniture at their own cost and responsibility.
- c) Pantry (about 11 sqm) inside Type-X Pavilion, primarily to serve in indoor lounges/offices for VVIPs/official guests/staff, as and when required. The Allottee need to arrange, manage and operate the required reheating/keep-warm/other equipment, display arrangements, utensils/cutlery/disposables/raw material, utility connections/lines/consumables, and furniture at their own cost and responsibility.
- d) There may be space for open outdoor seating/standing tables for about 31 pax. in south-side and for about 50 pax. in west-side of Type-X Pavilion (BOTH NON-ALLOTTED SPACES) which may be utilised by the visitors as common facility.
- e) Lounge/offices (NON-ALLOTTED SPACE) inside Type-X Pavilion, for serving F&B offerings such as snacks, hi-tea, breakfast, lunch and/or dinner to staff, official visitors and dignitaries/ VVIPs. The Allottee need to arrange, manage and operate the required

utensils/cutlery/disposables/raw material and servers at their own cost and responsibility.

- 4.1.5 The Allottee desiring additional power load from ITPO in their allotted space should inform ITPO in advance while submitting their Interior/branding design proposals for approval to ITPO.
- 4.1.6 The Allottee need to identify, arrange, manage and operate an **off-site Base Kitchen in Osaka city**, but near and easily accessible to the Expo 2025 site, at its own responsibility and expenses. This Base Kitchen would be utilised by the Allottee for majority cutlery/utensil storage & washing, disposables storage, raw material storage/processing/freezing/drying, cooking, storage of cooked/semi-cooked food and similar purposes so that the limited kitchen space available on-site is not burdened with major F&B activities, EXCEPT FOR imperative electric tandoor, re-heating, plating, serving, etc. This would also help in reducing the food cooking smell in and around the Pavilion of India.
- 4.1.7 The Allottee need to undertake the preparatory/construction activities of interior decoration/branding design, additional covering for weather/security, utensils/disposables/cutlery, raw ingredients, arrangement for cold & wet/dry storage, furniture items, fixtures/equipment, costs of dispatch, customs clearance, transportation/travelling, boarding/ lodging/insurance of personnel & material, Consumption Tax/other local taxes on expenditure, fire safety equipment, CCTV, maintenance of outlet, garbage clearance, housekeeping/conservancy, security, interpreter and related items at its own responsibility and expenses, as per available space & facilities.
- 4.1.8 The Allottee shall prepare a week/month-wise plan of menu theme and its items, with an aim to sync the F&B offerings as per the Pavilion of India theme(s) and to represent the F&B traditions of most regions of India by organising Food Festivals.
- 4.1.9 At FOUR HOURS' notice by the Pavilion Director, the Allottee would need to prepare and serve F&B items for business delegation or VVIP dignitaries in Pavilion of India. In such cases, the preparation, presentation, catering and service should be of the stature suitable to the important visitors (especially well-trained cooks, good quality ingredients, well-trained servers, good quality linens/tableware/cutlery) and may need to be done at directed place in or outside the Pavilion of India, but within Expo 2025 site.
- 4.1.10 At ONE WEEK'S notice by the Pavilion Director, the Allottee would need to prepare and serve F&B items related to some theme or special requirement

for business delegation, VVIP dignitaries or general visitors in or outside the Pavilion of India, but within Expo 2025 site.

- 4.1.11 The Commercial Activity Sales, after deducting the Consumption Tax/output JCT, Royalty & Cashless Payment Fee to Expo Authority and other related items, would need to be paid and settled between the Allottee and ITPO **within 10 days** of each settlement of Royalty/Cashless Payment Fee with Expo Authority as per Annexure (Illustration of the Commercial Activity Revenue Payments procedure currently prescribed by the Expo Authority).
- 4.1.12 In case of delay of payment of Commercial Activity Sales by the Expo Authority to ITPO, due to whatsoever reasons, the payment of the same (after stipulated deductions) to the Allottee would be delayed by similar duration. Moreover, in case of recovery of damages/penalties (if any) levied by the Expo Authority due to mis-conduct and/or damages caused by the Allottee or its employees/agents, the same would be deducted from its subsequent transfers.
- 4.1.13 The water and electricity charges, as incurred by the Pavilion of India including utility charges, would need to be paid and settled between the Allottee and ITPO **within 10 days** of each settlement of Royalty/Cashless Payment Fee with Expo Authority as per Annexure (Illustration of the Commercial Activity Revenue Payments procedure currently prescribed by the Expo Authority).

Sample Illustration for clause no. 4.1.7 and 4.1.8 and 7.2.10 for assumed Commercial Activity Sales during May 1-15, 2025 having assumed Consumption Tax/output JCT of 10 percent, which is based on Annexure (Illustration of the Commercial Activity Revenue Payments procedure currently prescribed by the Expo Authority):

- a) Commercial Activity Sales received by accounts/financial instruments of the Expo Authority:
 - i. From Facilities for F&B (tables/chairs/counters are provided so that general visitors can eat and drink on the spot): JPY 1,00,000 plus JPY 10,000 Consumption Tax/output JCT totalling JPY 1,10,000
 - ii. From Facilities for goods/services sales (including takeaway sales of F&B without providing tables/chairs/counters for general visitors to eat and drink on the spot): JPY 50,000 plus JPY 5,000 Consumption Tax/output JCT totalling JPY 55,000
- b) The Expo Authority is expected to transfer the said Commercial Activity Sales proceeds of a(i) and a(ii) above of JPY 1,65,000 (including Consumption Tax/output JCT) to ITPO JPY account by May 30, 2025.

- c) The Expo Authority is expected to issue the following bill to ITPO by June 20, 2025 on the said Commercial Activity Sales, with due date for payment of July 10, 2025 by ITPO:
- i. Royalty at 8% on Commercial Activity Sales proceeds of a(i) above excluding Consumption Tax/output JCT: JPY 8,000 plus JPY 800 Consumption Tax/output JCT totalling JPY 8,800
 - ii. Royalty at 10% on Commercial Activity Sales proceeds of a(ii) above excluding Consumption Tax/output JCT: JPY 5,000 plus JPY 500 Consumption Tax/output JCT totalling JPY 5,500
 - iii. Cashless Payment Fee at 1.5% on Commercial Activity Sales proceeds of a(i) and a(ii) above including Consumption Tax/output JCT: 2,475 plus JPY 247.5 Consumption Tax/output JCT totalling JPY 2,722.5
 - iv. TOTAL Expo Authority bill: JPY 17,022.5
- d) ITPO would transfer the said Commercial Activity Sales proceeds of a(i) and a(ii) above, after deducting the following, to the Allottee:
- i. Royalty and Cashless Payment Fee to Expo Authority as per c(iv) above: JPY 17,022.5
 - ii. Consumption Tax/output JCT on Commercial Activity Sales proceeds of a(i) and a(ii) above: JPY 15,000
 - iii. Share of Utility charges billed by Expo Authority: assumed JPY 10,000
 - iv. TOTAL deductions from Commercial Activity Sales: JPY 42,022.5
- e) ITPO is expected to transfer the said Commercial Activity Sales proceeds of a(i) and a(ii) above of JPY 1,65,000, after deducting d(iv) above, that is JPY 1,22,977.5 by July 20, 2025 to the Allottee.

- 4.1.14 For the works to be carried out by the Allottee, the proposed design of the off-site Base Kitchen as per clause 4.1.5, the proposed design and material specifications of the on-site Food Truck/Kitchen, F&B counter(s) and open seating (if any) as per clause 4.1.6 should be **MANDATORILY** submitted to ITPO for approval, prior to placing any order for fabrication, **within 20 days of issuance of LoA.**
- 4.1.15 The Allottee should complete all the preparatory/infrastructure work in the off-site Base Kitchen **latest by 20.03.2025.**
- 4.1.16 The Allottee would be given the possession of the allotted space for F&B Activities in Pavilion of India **by 01.03.2025.** All the preparatory/infrastructure work of clause 4.1.6 should be completed by the Allottee latest **by 31.03.2025.**
- 4.1.17 The Allottee would ensure removal of all installations done/provided by the Allottee from Expo site after 16.10.2025 and **latest by 31.10.2025.**

5. Eligibility Criteria

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

| S. No. | Parameters | Supporting Document(s) to be Submitted by the Bidder(s) |
|--------|---|---|
| 1. | <p>The Bidder should be:</p> <p>a) a company registered in Japan; OR</p> <p>b) a Consortium/Joint Venture of two companies registered in Japan; OR</p> <p>c) a Consortium/Joint Venture of a company registered in India and a company registered in Japan.</p> <p>In case of Consortium/Joint Venture, the Lead Partner must be declared in the proposal.</p> | <p>a) Certificate of Incorporation or equivalent of all Bidders; and</p> <p>b) Self-certificate by the Authorized Signatory for registered office in India or Japan (as the case may be) of all Bidders; and</p> <p>c) MOU or Agreement of the Consortium/JV (if bid in such arrangement)</p> |
| 2. | Bidder/Lead Partner must have minimum 60 employees in their catering business | Self-certificate by the Authorized Signatory |
| 3. | <p>Bidder's Experience:</p> <p>a) The Bidder/Lead Partner must have experience of minimum FIVE years in management/operation of food outlets/hotels.</p> <p>b) The Bidder(s) must have experience in serving F&B to large volumes of customers.</p> <p>c) In case of sole bid or bid by consortium/Joint Venture of bidders registered in Japan, it/they must have minimum THREE years' experience of working in Indian cuisines.</p> | <p>a) Valid food safety or F&B/hotel business license or certificates for minimum FIVE years; and</p> <p>b) Invoices/work-orders/ certificates of minimum TWO events where catering was done to minimum 1000 pax per day in last FIVE years OR Self-certificate by the Authorized Signatory of running a food outlet with seating capacity of minimum 100 pax in at a time; and</p> <p>c) Self-certificate by the Authorized Signatory of having minimum THREE years' experience of working in Indian cuisines (in case of sole bid or bid by consortium/JV of bidders registered in Japan)</p> |
| 4. | Bidder/Lead Partner should have | |

| S. No. | Parameters | Supporting Document(s) to be Submitted by the Bidder(s) |
|--------|---|--|
| | minimum annual revenue of JPY 500 million during any THREE of the last FIVE Financial Years (2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) from management/ operation of food outlets/hotels | a) Certificate of Incorporation or equivalent of all Bidders; and b) Self-certificate by the Authorized Signatory for registered office in India or Japan (as the case may be) of all Bidders; and c) MOU or Agreement of the Consortium/JV (if bid in such arrangement) |
| 6. | Bidder/both Partners should NOT have been debarred by the Union Government of Indian or its entities or by the Japanese Government or Osaka Municipality AND the Bidder(s) must have relevant F&B license, Food Safety certificate and other certifications for Osaka/Tokyo | Self-certificate by the Authorized Signatory |

In case the certificates/supporting documents are of outside India, the Bidder/Lead Partner will have to submit their copy translated in English language with an affidavit to the correctness of the certificates/supporting documents and their translations.

5.1 Bidder's Legal Status

- 5.1.1 The Bidder/Lead Partner may use and submit experience of their holding company OR one 100% subsidiary to satisfy this requirement. In case the Bidder/Lead Partner is submitting experience certificate for the works done by their holding company OR one 100% subsidiary, then its endorsement letter for the Bidder/Lead Partner to participate in this tender and declaring ownership/shareholding must be submitted.
- 5.1.2 Merger/ Acquisition of Companies: In case of a Company/ firm, formed after merger and/ or acquisition of other companies/ firms, past work experience and financial parameters of the merged/ acquired companies/ firms will be considered for qualification of such Company/firm provided such Company/ firm continues to own the requisite assets and resources of the merged/ acquired companies/ firms.

5.2 Bidder's Financial Capacity

- 5.2.1 The Bidder/Lead Partner should have minimum annual revenue of **JPY 500 million** during any THREE of the last FIVE Financial Years (2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) from management/ operation of food outlets/hotels having substantial F&B offerings.
- 5.2.2 The Bidder/Lead Partner supporting document for the requisite annual revenue may be either of the following:
- a) In case of Bidder being company registered in India: Chartered Accountant certificate with his seal, signatures & registration number.
 - b) In case of Bidder being company registered in Japan: Chartered Accountant certificate with his seal, signatures & registration number OR Annual Report certified by the Chief Financial Officer of the Bidder OR any other related evidence.

6. Evaluation Criteria

- 6.1 The allotment would be made to the highest qualified bidder on the quoted **Lumpsum Bid** for allocation of earmarked spaces for F&B Activities mentioned in the Scope of Work. However, the Lumpsum Bid would remain unchanged for the actual allocated areas for F&B Activities in the range of **45-75 sqm** in the Pavilion of India.
- 6.2 The Performance Guarantee would be **FIVE percent** of the Lumpsum Bid of the selected Bidder, which would need to be deposited **within 7 days** of issuance of LoA. The Performance Guarantee shall be released after the Allottee handover the vacant allocated spaces and after getting clearance from/ settling the dues with the Expo Authorities/ local bodies and ITPO, if any.
- 6.3 The Hundred percent of the selected Lumpsum Bid need to be deposited in advance by the selected Bidder **within 20 days** of issuance of LoA.
- 6.4 The Performance Guarantee and the Advance Bid Value deposited to ITPO may be forfeited in case of withdrawal, "No Show" or abandoning or not sending representatives at least 7 days in advance of opening of Expo.

7. General and Special Terms

7.1 Expo Guidelines for F&B Activities:

F&B Activities in Pavilion of India at Expo 2025 refer to the catering/dining/takeaway services, per the prescribed construction, preparations, operations, monetary, disposal, etc. guidelines of the Organizer, some of the major ones are as follows and some of which are available at the Google Drive link <https://drive.google.com/drive/folders/1TY6ljBo1v7MhG-zMCtPfiOxulKxnhf46?usp=sharing>:

- 7.1.1 General Regulations
- 7.1.2 Special Regulations No. 9: Concerning the Conditions Under Which Official Participants May Operate Restaurants or Carry Out Sales
- 7.1.3 Special Regulations No. 10: Concerning General Services
- 7.1.4 GL4-13-1 Guidelines for Pavilion Modules (Type X) (EN, December 2023)
- 7.1.5 Guidelines for Pavilion Modules (Type X) - abridged
- 7.1.6 GL5-4-2 Handbook for designing a kitchen
- 7.1.7 GL9-2-1 Guidelines for Commercial Activities by the Official Participants (EN, August 2023)
- 7.1.8 GL9-3-1 Payment Processing Fee Rate for Processing Payments of Commercial Activities (EN, September 2023)
- 7.1.9 GL9-3-2 Guidelines for Cashless Payment and EXPO 2025 Digital Wallet (EN, November 2023)
- 7.1.10 GL9-7-1 Guidelines for displaying Off-licence authorised products at the Official Online Store of Expo 2025 (Summary version)
- 7.1.11 GL9-7-1 Guidelines for displaying Off-licence authorised products at the Official Online Store (Summary version) Reference Procedures for producing/selling the Officially licensed products and Off-licence authorised products inside and outside the Expo site (Diagrams)
- 7.1.12 GL9-7-1 Guidelines for displaying Off-licence authorised products at the Official Online Store (Summary version) Supplementary document
- 7.1.13 A collection of URL doc & info for planning and design of the Type-X.

7.2 General Terms Related to F&B Activities in Expo 2025:

- 7.2.1 Official Participants may, after obtaining approval from the Organiser, operate F&B Activities that primarily serve their countries' cuisine and incidental goods. Operation permits are granted by the Organizer if F&B Activity's facilities meet certain criteria during inspections performed after the construction of the facilities complete.
- 7.2.2 The spaces that only sell F&B in takeout form (without providing tables/chairs/counters for general visitors to eat/drink on spot) will be

categorized as facilities for goods/services sales.

- 7.2.3 Customs and Consumption Tax-related Japanese laws and regulations will apply to all goods imported for sales at the Expo. For details on import procedures, refer to the Expo 2025 Guidelines for Customs Procedures.
- 7.2.4 Business Hours: as per the Expo 2025 Regulations on Governing Admissions (Special Regulations No. 13), the general operation hours will be 9:00 a.m. to 10:00 p.m., and that for Pavilions will be 9:30 a.m., at the latest, to 9:00 p.m. Business hours for restaurants, facilities for sales of goods, and other commercial facilities accompanying Pavilions can be set within 9:00 a.m. to 9:00 p.m.
- 7.2.5 In large-scale disasters such as earthquakes, food will be supplied to evacuees within the Expo Site. Allottee may be asked by the Organizer to cooperate in supplying emergency food.
- 7.2.6 Official Participants shall set price ranges that suit visitors of varying segments. They shall also clearly indicate prices of offered goods and services in Japanese Yen and with Consumption Tax included (refer to Expo 2025 Universal Service Guidelines).
- 7.2.7 The Official Participants need to pay the Expo Authority Royalty and Cashless Payment Fee from the of their Commercial Activities, as per Annexure Annexur-8 (Illustration of the Commercial Activity Revenue Payments procedure currently prescribed by the Expo Authority):
- a) Facilities for F&B (tables/chairs/counters are provided so that general visitors can eat and drink on the spot): 8% plus Consumption Tax on the commercial activity sales (excluding Consumption Tax/output JCT)
 - b) Facilities for goods/services sales (including takeaway sales of F&B without providing tables/chairs/counters for general visitors to eat and drink on the spot): 10% plus Consumption Tax on the commercial activity sales (excluding Consumption Tax/output JCT)
 - c) Cashless Payment Fee: 1.5% plus Consumption Tax on the commercial activity sales (including Consumption Tax /output JCT)
- 7.2.8 Organiser may lease POS registers, but there is a possibility that the planned number of units cannot be provided. If this is the case, Expo Authority would make separate adjustments.
- 7.2.9 The Allottee needs to provide details of the Designated Representative for Royalty payment (as per Expo 2025 Authority Special Regulations).

- 7.2.10 Official Participants shall record and regularly report to the Organizers about the sales revenue of their commercial activities in the manner specified by the Organizers before given deadlines (refer to the Expo Guidelines for Cashless Payment and Expo Digital Wallet Services and Expo Guidelines for Payment Procedures).
- 7.2.11 Official Participants shall record, and regularly report to the Organiser, the sales revenue of their commercial activities in the manner specified by the Organiser before given deadlines.
- a) Designated payment system: the Official Participants shall use the payment system and payment device designated by the Organiser to handle the sales revenue of their commercial activities. The data registered in this system shall be available to the Organiser daily. For information to register, specific steps and costs, refer to the Expo Guidelines for Cashless Payment and Expo Digital Wallet Services and Guidelines for Payment Procedures (tentative name), which will be issued going forward.
 - b) Designated financial institutions: the Official Participants will be recommended to use the financial institutions indicated by the Organiser where it concerns their commercial activities. Official Participants shall obtain confirmation from the Organiser in advance if they wish to use a financial institution other than the financial institution indicated by the Organiser. For information on financial institutions indicated by the Organiser, refer to Guidelines for Payment Procedures (tentative name), which will be issued by the Organiser going forward.

7.3 Special Terms Related to F&B Activities in Pavilion of India:

- 7.3.1 The provision of food and beverages for the visitors of the Pavilion of India would be an indispensable service and would serve an important role in enhancing the Expo's effects through the fun of food, beverages, and shopping.
- 7.3.2 The Allottee shall be deemed to have knowledge and acceptance of compliance of all the related guidelines prescribed by the Organizer and all the applicable guidelines/rules prescribed by the Osaka local bodies, Japanese authorities, Osaka/Japanese food safety regulators, Osaka/Japanese building safety regulators, Osaka/Japanese public safety regulators and related bodies.
- 7.3.3 The Allottee shall be deemed to have satisfied himself as to the nature of the site, local facilities, and the cost of access to the site, related guidelines/rules/laws/norms of Japan/Osaka and all other matters accepting the proper functioning of the commercial activity.

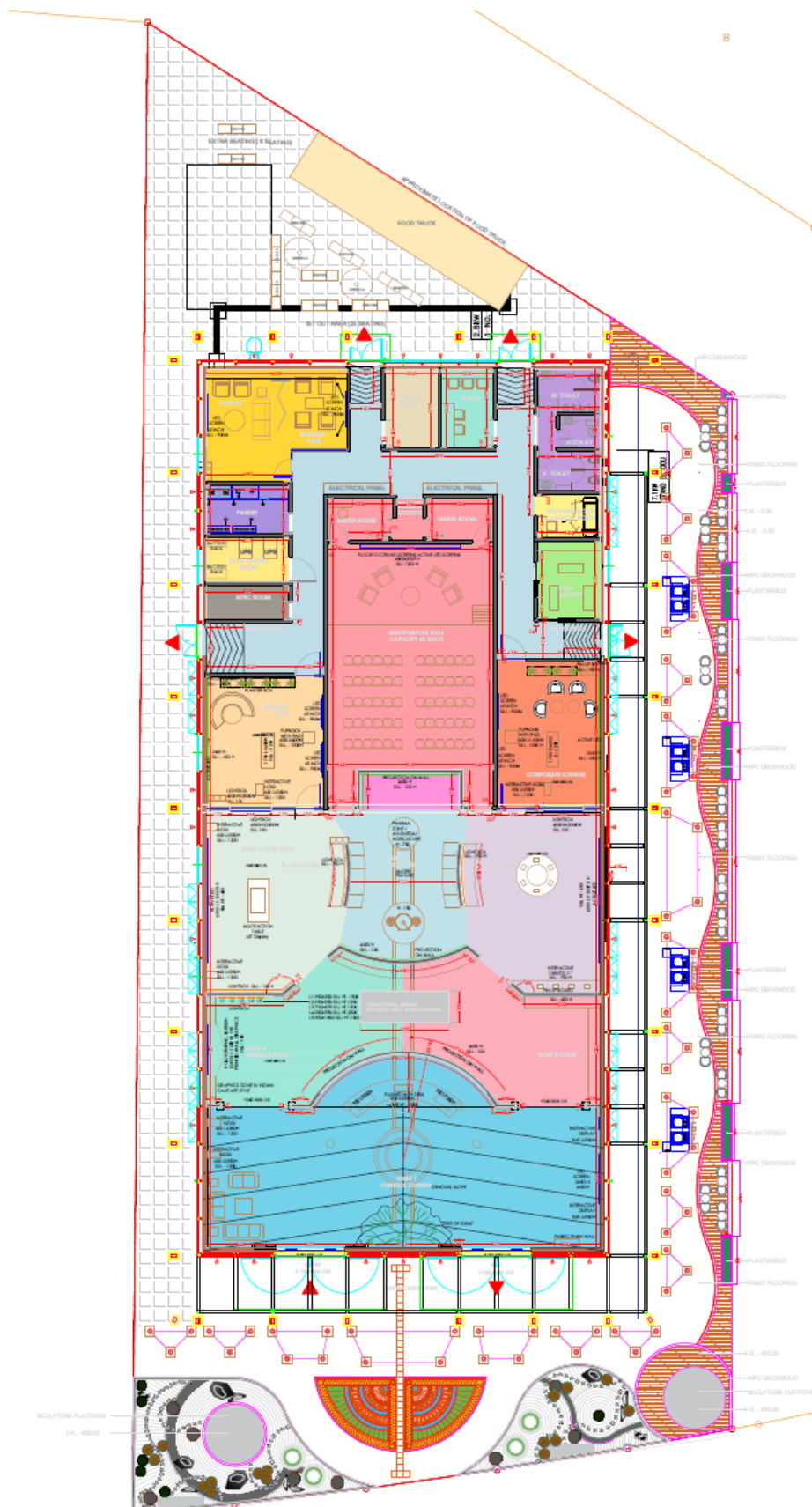
- 7.3.4 The Allottee shall make and ensure the provision of fire safety equipment, CCTV with minimum 15 days recording for the space allotted for F&B Activities, as per requirements of Japan/Osaka/Organizer fire and safety regulations.
- 7.3.5 This allotment of space for F&B Activities to the Allottee is subject to confirmation of the suitability of Allottee's goods for sale in the Expo 2025, as per the Organizer/ Japanese bodies' guidelines, and the decision of the Organizer in this regard will be final.
- 7.3.6 The Allottee should send his representative(s) at least 7 days in advance of the opening of the Expo, to ensure timely and proper display/ arrangement/ preparation of the F&B/ goods. Failure to send representative(s) as per timeline may entail cancellation of the allotment and/or debarment of the allottee from all future participation.
- 7.3.7 ITPO will provide necessary assistance to the representatives (Indian passport holder) of the Allottee by issuing recommendation letters to the Embassy of Japan and liaison with Expo Authorities for obtaining Visa. However, ITPO shall not be liable, in case the Embassy denies Visa to the representative(s) of the Allottee for any reason. The license shall not be entitled to refund of License Fee or any charges paid to ITPO or to reimbursement of any expenditure/liability incurred by it/him in case of denial of visa/delay in receipt of visa by the concerned authorities.
- 7.3.8 The consumption or sale of liquor, salt, leaves of tobacco, cigarette, cigars and electronic cigarette (including water tobacco and chewing tobacco) would be strictly prohibited in the Pavilion of India.
- 7.3.9 The Allottee shall ensure that the provision for installing POS/ billing machines has been made. The billing system as per the directions given by the Organizer should be always followed by the license. All sales should be made only by issuing a proper invoice through the billing machine. The billing machines may be provided by the Organizer or may need to be procured by the Allottee as per specifications prescribed by the Organizer, to calculate and verify the royalty/ duties/ taxes payable.
- 7.3.10 The Allottee shall agree to sell only Indian food and incidental products. In the event of the Allottee selling any other food/ product, the same may be removed/ seized at the risk and cost of the Allottee.
- 7.3.11 The Allottee will not be permitted to keep their outlets open beyond the permissible working hours. However, their representatives may be allowed half an hour before and half an hour after the business hours of Expo Authorities for preparatory, cleaning, arrangement, official/accounts or similar works.

- 7.3.12 The Allottee shall ensure that all the tables, chairs, counters and other related furniture need to be installed within the allotted space. If any of the equipment or furniture is found outside the allotted space, then remedial action may be taken like, but not limited to removal, seizure, penalty proportion to prorated bed amount, etc. It is specifically mentioned that no retail sales or displays will be permitted in the passage or areas outside the allotted spaces, to avoid obstruction and safety hazards with respect to traffic movement.
- 7.3.13 The Allottee shall ensure that the F&B Activities in Pavilion of India remains properly activated and operational throughout the duration of the event without any break and for this Allottee shall ensure provisions for managing emergencies such as equipment breakdowns, staff shortages or supply chain disruptions. The space allotted for F&B Activities shall not be left unattended by Allottee at any time during event.
- 7.3.14 The Allottee shall be responsible for the good conduct of all their employees, agents or their representatives. The Allottee shall be responsible to deploy F&B staff having requisite certifications in food safety and hygiene standards relevant to Japan. Any liabilities on the matter of conduct, hygiene or food safety norms will be borne by the Allottee. The Expo Guidelines for Health and Sanitation (including Food Sanitation) needs to be strictly complied with.
- 7.3.15 The Allottee shall ensure proper cleaning/ conservancy arrangement of his F&B/ commercial activity at his own cost including disposal of waste from the date of taking over of the possession of F&B/ commercial space to the handing over of the same after conclusion of the event. The provision of dustbin and waste disposal inside and near the F&B/ commercial space shall be made by the Allottee at his own cost.
- 7.3.16 The Allottee will ensure timely payment of all dues to ITPO/ Expo Authority/ respective body within the prescribed time frame, failing which the organizer will at liberty to cancel the allotment and close the outlet at the sole cost and risk of the Allottee.
- 7.3.17 The Allottee has to handover the vacant space to ITPO, after removing all installations done/provided by the Allottee from Expo site, **latest by 31.10.2025**. If any installations done/provided by the Allottee is left out after this, the same shall be removed at the cost of the Allottee.
- 7.3.18 The Allottee shall be responsible for the cleanliness of the outlet, and handling/ disposal or garbage/packing material as per the rules laid down by Expo Authority, failing which the organizer will be at liberty to take

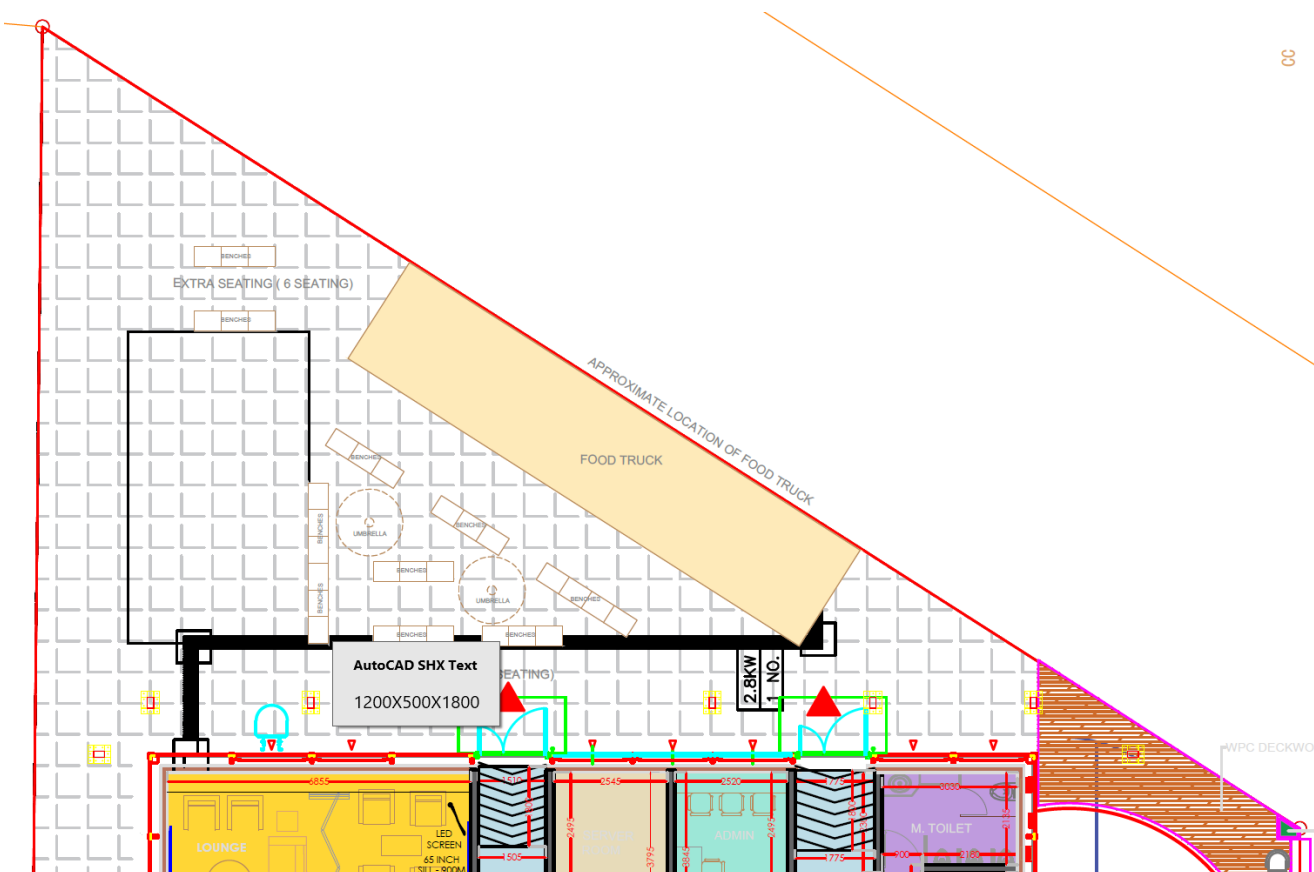
necessary action as deemed fit at sole cost of Allottee.

- 7.3.19 The Allottee shall not be permitted to remove any equipment/ furniture/ goods from the outlet before the conclusion of the Expo without the permission of the Pavilion Director, Pavilion of India.
- 7.3.20 Subletting of allotted space is not permissible at all. Violation of this clause may lead to cancellation of space allotted, forfeiting of the Performance Guarantee and debarring the Allottee from future participation in ITPO's events.
- 7.3.21 The Allottee must abide by the laws of Osaka/Japan and rules of the Organizer. Representatives of the Allottee shall abide by the instructions of the Pavilion Director, Pavilion of India, failing which the outlet may be closed at the risk and cost of the allottee, to avoid any conflict with local laws, customs regulations or any undesirable situation, which could lead to the lowering of national image. In the event of any dispute in all matters relating to the F&B/ commercial spaces, the decision of the Pavilion Director, Pavilion of India will be final and binding upon the Allottee.
- 7.3.22 In the event of postponement/ abandonment/ cancellation of Expo, or in case of F&B/ exhibits not being displayed or sold due to any reason whatsoever, the Organizer shall not be liable for any loss or liability to the Allottee.
- 7.3.23 In case of default of any payments due from the license, the organizer reserves the right to blacklist the allottee and debar him from participation in ITPO's Fair in India and abroad, apart from taking legal action to recover the dues.

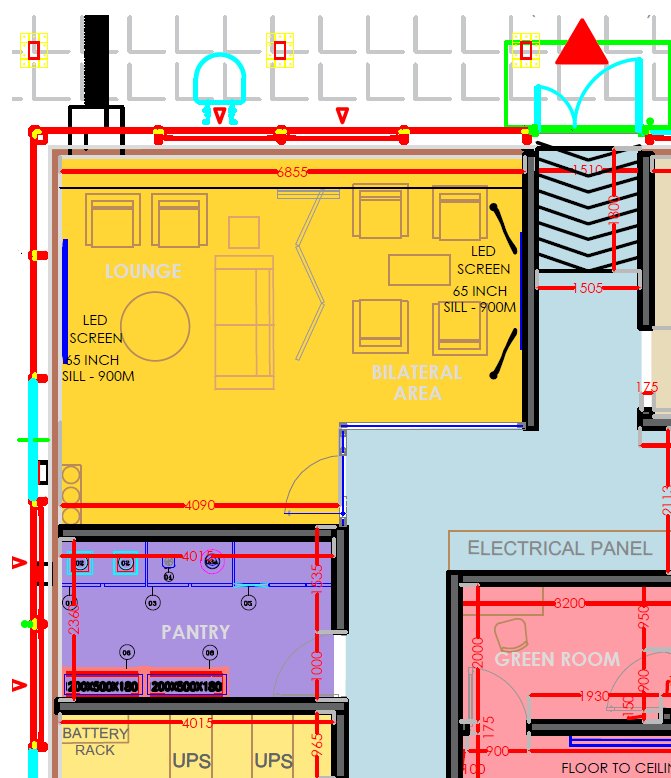
Annexure 1: Earmarked Spaces for F&B Activities in Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan)



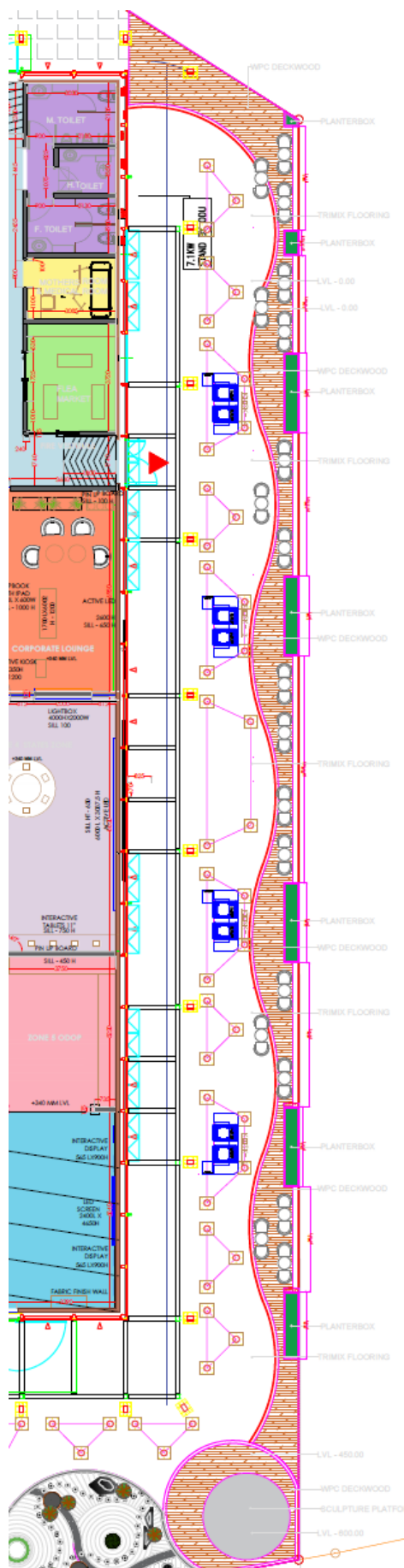
Proposed layout of the Pavilion of India



Proposed space for Food Truck/Kitchen in south-side of the Type-X Block



Proposed Pantry (about 10 sqm) inside the Type-X Block



Proposed F&B counters (4 nos.) in west-side of the Type-X Block

Annexure 2: Draft Agreement

Agreement for space for Food and Beverage (F&B) Activities in the Pavilion of India -Bharat Pavilion at Expo 2025, Osaka (Japan)

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

India Trade Promotion Organisation (ITPO)

Bharat Mandapam, New Delhi

Email: expo2025@itpo.gov.in

pushpam1701@itpo.gov.in

and

saurabhsharma@itpo.gov.in

(hereinafter referred to as “ITPO”)

AND

(hereinafter referred to as “Allottee”)

WHEREAS:

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

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

SIGNED, SEALED AND DELIVERED

By the withinnamed

Shri/Ms _____

representing ITPO

In the presence of

1.

2.

SIGNED SEALED AND DELIVERED

By the withinnamed:

Shri/Ms _____

representing the Allottee

In the presence of

1.

2.

Annexure 3: Letter of Award to Successful Bidder

<<Letter Head>>

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

Reference: Your Proposal Against RFP <No.> dated <dd/mm/yyyy>

Sir/Madam,

- I. Subsequent to the Submission of your bid against the reference cited above and having qualified in the selection for allotment of space for F&B Activities in Pavilion of India at Expo 2025 (13 April to 13 October, 2025), Osaka (Japan), the approval of the Competent Authority is hereby conveyed through this Letter of Award (LoA) with **Lumpsum Bid** of at the rate of JPY (excluding taxes) with ITPO.
- II. The LoA is sent herewith in duplicate along with the copy of the Contract Agreement, You are requested to return one copy of the LoA duly accepted and signed by the Authorized signatory within seven (7) days of the issue of this LoA.
- III. The Performance Guarantee of JPY (<Amount in Words>) to be submitted to ITPO within 10 days of the issue of this LoA.
- IV. Furthermore, you shall execute the Contract Agreement confirming the acceptance to the Terms & Conditions of the RFP document.
- V. It may be further noted that until formal contract agreement is executed, this LoA will constitute a binding contract between <Name of the Allottee> and ITPO.
- VI. The Scope of Work and other terms and condition as covered in the tender document as well its subsequent amendments through corrigendum also form part of this LoA.

Your Faithfully,

<Signature of the officer>

<Name of the officer>

<Designation>

<Stamp & seal>

LoA Accepted

<Signature of Authorized Signatory>

<Name of the Authorized Signatory >

<Designation>

<Name of the firm & seal>

Annexure 4: Financial Letter

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

(Date and Reference)

To,
The Pavilion Director,
Pavilion of India – Bharat Pavilion, Expo 2025, Osaka (Japan),
India Trade Promotion Organisation,
Bharat Mandapam, New Delhi – 110001

Dear Sir,

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

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Allottee for operationalizing the earmarked spaces for Food & Beverage Activities in Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan) and providing subsequent assistance to ITPO during preparation and operations period.

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

Yours faithfully,

<Signature of Authorized Signatory>

<Name of the Authorized Signatory >

<Designation>

<Name of the firm & seal>

Annexure 5: Financial Proposal

FINANCIAL BID

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

Name of Bidder(s): _____

| S.No | Description | Lumpsum bid for allocation of earmarked spaces for Food & Beverage Activities in Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan) for the duration of Expo 2025, Osaka (Japan) | |
|------|----------------------------------|---|--------------|
| | | (in fig.) | (in words) |
| 1. | Lumpsum Bid (EXCLUDING TAXES) | JPY _____ | Japanese Yen |

*The Financial Proposal shall be deemed to be exclusive of all taxes, levies, fees, etc. by whatever name called, as elaborated in the RFP.

Signature of Authorised Signatories

Annexure 6: Performance Guarantee Form

To,
The Pavilion Director,
Pavilion of India – Bharat Pavilion, Expo 2025, Osaka (Japan),
India Trade Promotion Organisation,
Bharat Mandapam, New Delhi – 110001

In consideration of the India Trade Promotion Organisation (herein called the “Authority”) having to enter into an Agreement with M/s..... (herein called the “Allottee for operationalizing the earmarked spaces for Food & Beverage Activities in Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan)”) as a follow up to the Letter of Award no..... dated..... Issued by the Authority for “Selection of Concessionaire for operationalizing the earmarked spaces for Food & Beverage Activities in Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan)” on production of Performance Guarantee in the form of Bank Guarantee for JPY (Japanese Yenonly), at the request of Consultant, We, (Bank) do hereby undertake to pay the Authority an amount not exceeding JPY (Japanese Yenonly) against any default or failure on the part of the Allottee for operationalizing the earmarked spaces for Food & Beverage Activities in Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan) to perform the contract in accordance with the terms & conditions or any breach of the said Agreement.

1. We, (Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Authority stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Allottee for operationalizing the earmarked spaces for Food & Beverage Activities in Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan) or any of the terms conditions contained in the said timeframe or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding JPY (Japanese Yenonly).
2. We, (Bank) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by Allottee for operationalizing the earmarked spaces for Food & Beverage Activities in Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan) in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and Allottee for operationalizing the earmarked spaces for Food & Beverage Activities in

Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan) shall have no claim against us for making such payment.

3. We, (Bank) further agree that the Guarantee herein contained shall remain full force and effect till completion of project work to the complete satisfaction of the Authority in terms of conditions of contract and Letter of Award (LoA) and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We (Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said Allottee for operationalizing the earmarked spaces for Food & Beverage Activities in Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan) and accordingly discharge this Guarantee after 90 days from the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Authority in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that same is enforced after the expiry of the said period or after the extended period as the case may be.
4. We, (Bank) further agree with the Authority that the Authority shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said Integrated F&B Service Provider from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Allottee for operationalizing the earmarked spaces for Food & Beverage Activities in Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan) or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Integrated F&B Service Provider 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 Allottee for operationalizing the earmarked spaces for Food & Beverage Activities in Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan) before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Authority may have obtained or obtain from The Allottee for operationalizing the earmarked spaces for Food & Beverage Activities in Pavilion of India – Bharat Pavilion at Expo 2025, Osaka (Japan) at the time when proceedings are taken against the bank hereunder be outstanding unrealized.

6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to JPY (Japanese Yenonly) and shall remain in force until or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before the extended date ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged even if there is a change in the constitution of the Bank or the Consultant.
8. We, (Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the of..... 2025

For.....

(Indicate the name of bank)

Signature.....

Name of the Officer

(In Block Capitals)

Designation

Code No.....

Name of the bank and Branch(SEAL)

Annexure 7: Check List of Documents

| S.No | Document Requirement | Eligible (Yes / No) | Document Attached | Pg. No |
|-------------------------------------|---|------------------------|----------------------|--------|
| TECHNICAL PROPOSAL DOCUMENTS | | | | |
| 1. | Bidder Legal Status | | | |
| 1.1 | Certificate of Incorporation or equivalent of all Bidders | | | |
| 1.2 | Self-certificate by the Authorized Signatory for registered office in India or Japan (as the case may be) of all Bidders | | | |
| 1.3 | MOU or Agreement of the Consortium/JV (if bid in such arrangement) | | | |
| 2. | Self-certificate by the Authorized Signatory of Bidder/Lead Partner having minimum 60 employees in their catering business | | | |
| 3. | Bidder's Experience | | | |
| 3.1 | Bidder/Lead Partner valid food safety or F&B/hotel business license or certificates for minimum FIVE years | | | |
| 3.3 | Invoices/work-orders/ certificates of minimum TWO events where catering was done by Bidder/Lead Partner to minimum 1000 pax per day in last FIVE years, OR Self-certificate by the Authorized Signatory of Bidder/Lead Partner for running a food outlet with seating capacity of minimum 100 pax in at a time | | | |
| 3.2 | Self-certificate by the Authorized Signatory of having minimum THREE years' experience of working in Indian cuisines (in case of sole bid or bid by consortium/JV of bidders registered in Japan) | | | |
| 4. | Financial Eligibility: | | | |

| | | | | |
|--|--|--|--|--|
| 4.1 | Chartered Accountant certificate or Annual Report or equivalent of Bidder/Lead Partner having minimum annual revenue of JPY 500 million during any THREE of the last FIVE Financial Years (2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) from management/ operation of food outlets/hotels | | | |
| 5. | Self-certificate by the Authorized Signatory for Bidder/both Partners should NOT have been debarred by the Union Government of Indian or its entities or by the Japanese Government or Osaka Municipality AND the Bidder(s) must have relevant F&B license, Food Safety certificate and other certifications for Osaka/Tokyo | | | |
| 6. | Tender fee deposition proof | | | |
| 7. | Earnest Money Deposit (EMD) deposition proof | | | |
| FINANCIAL PROPOSAL DOCUMENTS (to be filed separately) | | | | |
| 6.1 | Annexure for Financial Letter | | | |
| 6.2 | Annexure for Financial Proposal | | | |

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

Signature of Authorized Person:

Name of Authorized Person:

Designation and Seal:

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

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

