



India Trade Promotion Organisation

Rules and Regulations for Participation

Thailand Lab International, Bangkok, Thailand – September 25-27, 2019

1. Space Booking

Application in prescribed proforma for participation in overseas activities of ITPO is to be submitted along with participation fee through bank draft by the stipulated date for booking of space. Space is offered with an area of 9 sq.mtrs.

2. Category of Participants

These are two categories of participants:

- a) MAI:-MAI subsidy shall be extended to the eligible participants only.
- b) Non MAI:-Full rentals will be charged.

3. Allotment of Space to the Participants

- a) Selection of participants will be done on first-cum-first served basis and/or suitability for exports i.e. export turn over, product acceptability, etc.
- b) ITPO would make allocation of available space in the show premises at its discretion and its decision in this regard will be final and binding on all.
- c) Submission of application for booking of space does not automatically confer a right for allotment of space. Approval of application for space will rest with ITPO.
- d) The space allotted to the approved participants is to be exclusively used by them for display of their exhibits as approved by ITPO. Subletting of space is not permissible. Violation of this clause may lead to cancellation of space allotted, forfeiting of space rent, security deposit etc., paid to ITPO and debarring the participation from the future participation in ITPO's events.

4. Tax Deduction at Source (TDS): Applicants will have the option of deducting the TDS by them. Such exhibitors are required to submit the TDS Certificate soon after the TDS is paid to the Govt. **In addition, participant will pay security deposit along with payment which is equal to TDS amount deducted.**

5. Visa

- a) A Notarized Affidavit (executed on stamp paper of Rs50/-) as per Annexure-I is required before issuing Visa Recommendatory letter.
- b) ITPO, as a trade promotion organization, will provide necessary assistance to the representatives of the participating company by issuing recommendatory letter only to the concerned Embassy for obtaining visa.
- c) Visa recommendation letter will be issued only in favour of the Chief Executive / Proprietor Senior Level Officer dealing with exports of the company who can take on the spot decision.
- d) ITPO shall not be liable, in case the concerned Embassy of the host/ transit country denies visa to a representative of the participating company for any reason.
- e) Since ITPO, on behalf of the participating company, has already committed for certain financial bindings by booking of space, construction / decoration of stand, catalogue entry, general publicity support etc., it will not be possible to consider any refund on account of denial of visa / delay in receipt of visa.

6. Refund of Participation Fee

Refund of participation fee will be considered in case where:-

- a) The space rent paid by the participant is in excess of the actual amount due to ITPO.
- b) The participants after approval withdraw from the participation but space is subsequently let out to some other participant who pays for the space. In such cases the first party can be allowed the refund after deducting 20% of the total amount payable.
- c) There is a change in the venue and date of an event and due to this the participant is unable to participate.
- d) Non-availability of space, rejection of application or in the event of cancellation of participation due to unforeseen circumstances.
- e) In case of force majeure where the participant is unable to participate due to the circumstances over which he has no control.

7. Liability and Insurance

It is the responsibility of the exhibitor to insure the goods exhibited against all risks in connection with transportation, setting-up and dismantling after the exhibition, in particular against damage, theft etc. The exhibitor shall be liable to compensate the organiser for any damage caused by it to the exhibition space rented, stand material, electricity, water and sewage systems or any other property of the organiser. The India Trade Promotion Organisation (ITPO) does not accept any liability for loss of or damage to the goods exhibited or other valuables which belongs to the exhibitor, its representative or persons employed by or invited by it, including loss or damage due to water, fire, explosion, whirlwinds, lightning, flooding or other instances of force majeure, damage or injuries inflicted on the exhibitor, its representatives and other persons employed by it or invited by it, irrespective of the cause of such injuries or damage. Hence, the exhibitor may carry insurance on all exhibit materials. In particular the India Trade Promotion Organisation (ITPO) accepts no liability for damage to exhibition goods or their removal in cases in which use was made of the decorating department. With its acceptance of the conditions of participation, the exhibitor explicitly releases the India Trade Promotion Organisation (ITPO) and firms acting on its behalf from any rights of recourse whatsoever on the part of third parties. No right to claim damages exists.

8. General

Only goods of Indian origin will be allowed for display in Indian Pavilion. Participants will be allowed to display only those products which have been selected and approved by ITPO.

- a) Exhibits of participants whose representatives do not turn up at the Fair/Show will not be displayed.
- b) Participants will make their own arrangements for dispatching the exhibits at their own cost, if facilities provided by the Fair Organiser, they may deal directly with the organizer. ITPO does not undertake any responsibility in this regard.
- c) Participants will make their own arrangements for removing exhibits from the packing cases and displaying them in the booth. Likewise, after the Fair, participants will make their own arrangements to repack and send the exhibits back to India.
- d) Participants will comply with instructions regarding packing and dispatch of exhibits and other matters concerning their participation. All payments with regard to import duty, any local taxes and forwarding the exhibits back to India will be made/borne by the participants in foreign exchange. All participants are advised to make arrangement of sufficient funds for such purposes. Further, exhibitors are advised to ensure the duty structure etc. applicable for their items on their own. ITPO can provide only general information in such matters and cannot be held responsible for any variations on account of duty charged.

- e) Participants will not be allowed to remove the exhibits during the show without specific written permission from ITPO or Show Organisers.
- f) Participants will be required to furnish complete information on orders booked, enquiries generated, retail sales, etc. during and after the close of the Show. Compliance with this rule will be one of the criteria for selection of the participants for future ITPO programmes.
- g) All expenses for travel to & fro, and stay abroad including boarding, lodging, medical treatment, insurance, etc. will be borne by the participants themselves. The participants should arrange sufficient funds to meet such eventualities.
- h) Participants will adhere to such other regulations as may be prescribed by the country in which the show is held and/or the Fair Organisers.
- i) All materials used in decoration must be non-flammable.
- j) Any direct sales are prohibited. If any of the above rules are violated, the organizer has the right to stop the exhibitor from exhibiting and/or remove the exhibit. In such case rental fee will not be refunded and the exhibitor cannot ask for compensation.
- k) The participant's use of audio-visual products must not inconvenience nearby participants.
- l) In the event of postponement/abandonment/cancellation of the Fair/ Exhibition/Show, or in case of exhibits not being displayed due to any reason, ITPO shall be under no liability to compensate expenditure or loss, if any, incurred by the participants.
- m) In case of default of any payment due from the participants, ITPO reserves the right to debar them from participation in ITPO's Fair in India & abroad and bring to the notice of appropriate authority.
- n) Any dispute/differences arising out of these terms and conditions of participation shall be referred to the Chairman and Managing Director of India Trade Promotion Organisation whose decision or award shall be final and binding.
- o) The terms and conditions of participation shall be subject to the jurisdiction of courts in the State of Delhi.
- p) ITPO shall not be responsible for any loss of business / property arising out of the participation in the event. No action for indemnification shall lie against ITPO.

DECLARATION

We have studied and understood the rules and regulations for participation carefully and agree to abide by the same.

Signature of the Authorized Representative(s)

Name :

Designation:

Place:

Date:

(Company Seal).....