

ANNEXURE-2

# PARTICULAR CONDITIONS OF CONTRACT

CONSTRUCTION OF INDIA PAVILION FOR THE WORLD EXPO 2025 TO BE HELD IN OSAKA, JAPAN ON DETAILED DESIGN, ENGINEERING, PROCUREMENT AND CONSTRUCTION BASIS TOGETHER WITH SERVICES FOR CIVIL, ARCHITECTURAL, ELECTRICAL, PLUMBING, HVAC OPERATIONS AND MAINTENANCE WORKS DURING THE EXPO AND SUBSEQUENT DISMANTLING OF THE INDIA PAVILION



CLIENT

INDIA TRADE PROMOTION  
ORGANISATION



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### Instruction to Tenderers/Bidders:

1	<p>Construction of India Pavilion for the World Expo 2025 to be held in Osaka, Japan on detailed design, engineering, procurement and construction basis together with services for civil, architectural, electrical, plumbing, HVAC operations and maintenance works during the Expo and subsequent dismantling of the India Pavilion.</p> <p><b>Scope of Work:</b> The drawings referenced for this work in the tendering process serve as a general representation of the work encompassed within the scope of this contract. These drawings are not final and may not encompass the entirety of the work scope. The execution of the work shall adhere to the drawings released as 'GOOD FOR CONSTRUCTION' to the Contractor following approval by the relevant authorities, Owner/Employer's Representative, and Owner/Employer's Consultant. The work shall be executed as per the DBR and Technical Specifications. The contractor is responsible to adhere the guidelines issued by the expo authority with respect to design and construction.</p>
2	<p>Refer article 13 of General conditions of construction contract, Japan. With respect to Article 13, it is clarified that the supporting structures used in the construction shall adhere to all safety norms.</p>
3	<p><b>Priority of Documents</b> The documents constituting the Contract are to be construed as mutually explanatory of one another. For the interpretation purposes, the priority of the documents shall adhere to the following sequence:</p> <ol style="list-style-type: none"> <li>a) <b>Contract Agreement</b></li> <li>b) <b>Notice Inviting Tender</b></li> <li>c) <b>General Conditions of Construction Contract – Japan (Annexure-1)</b></li> <li>d) <b>Particular Conditions of Contract (Annexure-2)</b></li> <li>e) <b>Addendum/Corrigendum, if any</b></li> <li>f) <b>Pre-bid clarifications if any</b></li> <li>g) <b>Design Basis Report (Annexure-3)</b></li> <li>h) <b>Drawings (Annexure -5)</b></li> <li>i) <b>Payment Schedule (Annexure-6)</b></li> <li>j) <b>Technical Specifications &amp; List of approved makes of materials (Annexure-4)</b></li> </ol> <p>In the event of any ambiguity or discrepancy found within the documents, the ITPO reserves the authority to issue any necessary clarifications or instructions which shall be deemed final.</p>
4	<p><b>Design Vetting</b></p> <p>The Contractor shall get the engineering design vetted from accredited Japanese institutions competent to carry out the same. Thereafter the same shall be submitted to PDMA / ADMINISTRATIVE ARCHITECT. After incorporating the suggestions, the GFC drawings shall be issued and the work shall be carried out accordingly.</p>

**5 Arbitration**

This clause shall supersede the Article 34 "SETTLEMENT OF DISPUTE" of General Conditions of Construction Contract, Japan.

- I. Upon failure of the parties to settle disputes in accordance with the conciliation proceedings as stated above or upon the Conciliator failing to give a proposal for settlement within the aforesaid period, the parties shall settle such disputes by way of arbitration as stated under this clause. Either party shall intimate the other party, by way of a notice in writing, for initiating arbitration proceedings in accordance with the terms of this Contract.
- II. Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.
- III. Seat and Venue: The seat and venue of the arbitration shall be Singapore.
- IV. Arbitral Tribunal: The Arbitral Tribunal shall consist of three (3) arbitrator(s). Each party shall appoint one arbitrator from the list of SIAC panel of arbitrators. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the Arbitral Tribunal.
- V. Language: The language of the arbitration shall be English.
- VI. In respect of any court proceedings in Singapore commenced under the International Arbitration Act 1994 in relation to the arbitration, the parties agree (a) to commence such proceedings before the Singapore International Commercial Court ("SICC"); and (b) in any event, that such proceedings shall be heard and adjudicated by the SICC.
- VII. Applicable law: This Contract is governed by the laws of Singapore.

**6 Definitions**

<b>1</b>	<b>PDMA</b>	PDMA shall mean "Project Design & Management Agency" appointed by the ITPO for implementation of the project.
<b>2</b>	<b>Architect on Record (AOR)</b>	Local architect appointed by the PDMA
<b>3</b>	<b>Administrative Architect</b>	Administrative Architect, registered as per the laws of Japan working under the guidance of PDMA and ITPO.

CONTRACT AGREEMENT

This agreement (Hereinafter referred to as "Agreement") made the \_\_\_\_\_ day of ..... 20.....

Between

Commissioner General, India Pavilion, Camp Office, O/o Consulate General of India, Osaka-Kobe 10th Floor, Lucid Square Semba 1-9-26, Kyutaromachi, Chuo Ward, Osaka-541-0056, (hereinafter called "the Owner/Employer") of the one part;

And

.....of

.....

..... (hereinafter called "the Contractor") of the other part.

The Owner/Employer and the Contractor shall individually be referred to as "Party" and collectively referred to as "Parties".

Whereas the Owner/Employer intends for the construction of the India Pavilion for World Expo 2025 at Osaka (hereinafter referred to as "Works") to be carried out by the Contractor on an Engineering, Procurement, and Construction (EPC) basis, and has accepted a Tender submitted by the Contractor for the execution and completion of these Works including the rectification of any defects therein.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Particular and General Conditions of Contract as well as Particular Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of the Agreement:
  - a) Notice Inviting Tender
  - b) General Conditions of Construction Contract - Japan (Annexure-1)
  - c) Particular Conditions of Contract (Annexure-2)
  - d) Design Basis Report (Annexure-3)
  - e) Technical Specifications & List of approved makes of materials (Annexure-4)
  - f) Drawings (Annexure -5)
  - g) Payment Schedule (Annexure-6)
  - h) Financial Bid- Schedule of Quantity (Annexure-7)
  - i) Addendum/Corrigendum, if any
  - j) Pre-bid clarifications if any
3. In consideration of the payments to be made by the Owner/Employer to the Contractor as hereinafter mentioned, the Contractor hereby unconditionally covenants with the

**Owner/Employer to execute and complete the Works and remedy any defects therein, in conformity with the terms of the Contract.**

- 4. The Owner/Employer hereby agrees to pay the Contractor, in consideration of the design, execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner set forth and prescribed by the Contract.**

**In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.**

**For the Contractor**

**For the Owner/Employer**

\_\_\_\_\_

\_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Seal:** \_\_\_\_\_

**Seal:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness to Signature of Contractor**

**Witness to Signature of Owner/Employer**

\_\_\_\_\_

\_\_\_\_\_

**Name:** .....

**Name:** .....

**Signature:** .....

**Signature:** .....

**Seal:** .....

**Seal:** .....

**Date:** .....

**Date:** .....