

India Trade Promotion Organization

Date: 24.11.2023

CORRIGENDUM 5

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

It is informed that due to administrative reasons, the following changes have been made in the Tender Ref. No. ITPO/World Expo 2025/C and D/2023 (CPPP ID: 2023_ITPO_775097_1) dated 6.10.2023:

S.No.	As per RFP	Now to be read as
1	<p>Standard Form of Contract Clause 4.1.3 Page 71</p> <p>Indemnity: The Agency agrees to indemnify and hold harmless the Authority from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorney's fees another costs of defense or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Agency of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Agency including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Authority; (c) any Services related to or rendered pursuant to the Agreement(collectively—Indemnified matter).</p> <p>As soon as reasonably practicable after the receipt by the Authority of a notice of the commencement of any action by a third party, the Authority will notify the Agency of the commencement thereof; provided, however, that the omissions to notify shall not relieve the Agency from any liability which it may have to the Authority or the third party. The obligations to indemnify and hold harmless, or to contribute, with</p>	<p>Standard Form of Contract Clause 4.1.3 Page 71</p> <p>Indemnity: The Agency agrees to indemnify and hold harmless the Authority from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorney's fees another costs of defense or investigation, related to or arising out of the alleged negligent, reckless or otherwise wrongful act or omission of the Agency including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Authority.</p> <p>As soon as reasonably practicable after the receipt by the Authority of a notice of the commencement of any action by a third party, the Authority will notify the Agency of the commencement thereof; provided, however, that the omissions to notify shall not relieve the Agency from any liability which it may have to the Authority or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages, and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until</p>

	respect to losses, claims, actions, damages, and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Authority may have at common law, in equity or otherwise.	their final resolution thereof. The foregoing provisions are in addition to any rights which the Authority may have at common law, in equity or otherwise.								
2.	Standard Form of Contract Clause 4.1.8.2 Page 73 <table><tr><th>Parameter</th><th>Penalty</th></tr><tr><td>Replacement of key personnel</td><td>A replacement not less qualified than the resource being replaced must be provided. Penalty in such cases shall be 10% of the deliverable fee for substitution. In exception conditions, Authority shall be at liberty to waive such penalty.</td></tr></table>	Parameter	Penalty	Replacement of key personnel	A replacement not less qualified than the resource being replaced must be provided. Penalty in such cases shall be 10% of the deliverable fee for substitution. In exception conditions, Authority shall be at liberty to waive such penalty.	Standard Form of Contract Clause 4.1.8.2 Page 73 <table><tr><th>Parameter</th><th>Penalty</th></tr><tr><td>Replacement of key personnel</td><td>A replacement not less qualified than the resource being replaced must be provided. Penalty in such cases shall be 5% of the deliverable fee for substitution. In exception conditions, Authority shall be at liberty to waive such penalty.</td></tr></table>	Parameter	Penalty	Replacement of key personnel	A replacement not less qualified than the resource being replaced must be provided. Penalty in such cases shall be 5% of the deliverable fee for substitution. In exception conditions, Authority shall be at liberty to waive such penalty.
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3.	Annexure A: Form of Bank Guarantee for Performance Guarantee, Page 75, 3rd paragraph <p>We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Authority discharges this guarantee</p> <p>The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Agreement by the Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the Agreement or other documents. The Authority shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have</p>	Annexure A: Form of Bank Guarantee for Performance Guarantee, Page 75, 3rd paragraph <p>We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable for a period of 3 months after the date of completion of the contract.</p> <p>The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Agreement by the Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the Agreement or other documents. The Authority shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them</p>								

	<p>against the Authority and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Agreement between the Authority and the Agency any other course or remedy or security available to the Authority. The Bank shall not be relieved of its obligations under these presents by any exercise by the Authority of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Authority or any other indulgence shown by the Authority or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.</p>	<p>or of any right which they might have against the Authority and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Agreement between the Authority and the Agency any other course or remedy or security available to the Authority. The Bank shall not be relieved of its obligations under these presents by any exercise by the Authority of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Authority or any other indulgence shown by the Authority or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.</p>
4.	<p>Annexure A: Form of Bank Guarantee for Performance Guarantee, Page 76, 2nd paragraph</p> <p>This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder</p> <p>This Guarantee shall not be affected by any change in the constitution or winding up of the Agency /the Bank or any absorption, merger or amalgamation of the Agency /the bank with any other Person</p>	<p>Annexure A: Form of Bank Guarantee for Performance Guarantee, Page 76, 2nd paragraph</p> <p>This Guarantee shall be irrevocable and shall remain in full force and effect for a period of 3 months after the date of completion of the contract.</p> <p>This Guarantee shall not be affected by any change in the constitution or winding up of the Agency /the Bank or any absorption, merger or amalgamation of the Agency /the bank with any other Person</p>
5.	<p>Proposal Submission End Date 27.11.2023 (As per Corrigendum-III)</p>	<p>Proposal Submission End Date 30.11.2023</p>
6.	<p>Opening of Proposal 28.11.2023 (As per Corrigendum-III)</p>	<p>Opening of Proposal 01.12.2023</p>
7.	<p>Presentation by qualified bidders 04.12.2023 (As per Corrigendum-III)</p>	<p>Presentation by qualified bidders 05.12.2023</p>