

**INDIA TRADE PROMOTION ORGANISATION  
PRAGATI MAIDAN, NEW DELHI-110001**

**NOTICE INVITING e-TENDER**

**for**

**Comprehensive Project Management Services for  
the Construction of the proposed India Pavilion**

**at**

**World Expo 2025 at Osaka, Japan  
(April 13th - October 13th, 2025)**

**[No. ITPO/TDMD/Expo 2025/ C& D(I)/2023]**

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## INDIA TRADE PROMOTION ORGANISATION

No. ITPO/TDMD/Expo 2025/C& D(I)/2023

Date: 03.07.2023

### SECTION I: NOTICE INVITING TENDER

India Trade Promotion Organization (“**ITPO**”) has been entrusted with the task of setting up a ‘Type A’ pavilion for India (“**India Pavilion**”) at the World Expo 2025 to be held from 13<sup>th</sup> April 2025 to 13<sup>th</sup> October 2025) at Osaka, Japan (“**Expo**”), on behalf of the Government of India to showcase India comprehensively at the world stage. For this Purpose, a plot admeasuring 3513.39 sq.mtrs. (27mtrs X 110 mtrs) has been allotted to ITPO in the ‘Saving Lives’ zone (“**Site**”) located in **Yumeshima, Osaka**. Yumeshima is an artificial island located on the waterfront in Osaka that offers visitors a view of the Seto Inland Sea. With an area of 1.55 sq. km, the venue will have a pavilion area at its centre, with water in its southern part and greenery in its western part. The details of the Expo can be accessed at [www.worldexpo.or.jp](http://www.worldexpo.or.jp)

**The tentative project cost is approximately Rs.400 Crores.**

The theme of the Expo is “**Designing Future Society for Our Lives,**” and the sub-theme is “**Saving Lives**”. Our aim is to create a world-class exhibition pavilion depicting ‘grandeur’ as an architectural icon, complemented by modern facilities representing the spirit of the Expo.

For the above said Purpose, ITPO invites bids from project management consultants (“**PMC**”) having experience in supervising civil engineering projects and preparing architectural designs for civil projects.. The PMC will be selected based on two criteria, (a) the capability to work as a PMC and (ii) experience in undertaking architectural design projects. The above criteria can be fulfilled as a single entity or through a joint venture (“**Consortium**”). The scope of Services to be undertaken by the PMC is set forth in Section V, Clause 13. The broad responsibilities to be undertaken by the PMC include the following:

1. preparing the concept plan, detailed design, structural drawings, working drawings, etc. for setting up the India Pavilion;
2. assisting ITPO in selecting and on-boarding:
  - (i) a construction agency (“**Construction Agency**”) for undertaking the construction of the India Pavilion; and
  - (ii) an event management agency (“**EMA**”) for operating and managing the India Pavilion on a day-to-day basis, including engaging staff, security, interpreters, etc.

The Construction Agency and EMA are collectively referred to as “**Agencies**”.

by preparing the bid documents including request for proposal ("**RFP**"), evaluating the bids received, assisting ITPO in the final selection, facilitating execution of necessary agreements, etc.

3. supervising the works undertaken by the Agencies, which shall include:
  - (i) In respect of the Construction Agency:
    - (a) ensuring adherence to parameters/ specifications, timelines and quality;
    - (b) carrying out period inspections;
    - (c) advising ITPO on release of payments in accordance with the relevant contracts;
    - (d) supervising interior design;
    - (e) monitoring demolition/ dismantling and disposal of the India Pavilion, including the structure, interiors, exhibits, etc. and restoration of the Site to its original condition, and handing over of the Site to the relevant authorities;
    - (f) managing and coordinating with the relevant Japanese authorities.
  - (ii) In respect of the EMA:
    - (a) ensuring the maintenance and upkeep of the India Pavilion;
    - (b) ensuring that the required and agreed exhibits and artefacts are provided/ arranged by the EMA at the India Pavilion;
    - (c) working in close coordination with the EMA to ensure adherence to the terms of contract and its scope of work.

The detailed scope of Services is set forth in Section V, Clause 13 of Section 5 below.

While submitting the Proposal, the applicant ("**Bidder**") shall ensure to submit the latest income tax clearance certificate and contract/ sales tax and service tax clearance certificates.

Further, the Bidder will be required to submit at least one and a maximum of three concept designs at the time of submission of bid. The Bidder will have to submit its Technical Proposal and Financial Proposal and make a detailed presentation to the Competent Authority at ITPO.

The Proposals can be submitted latest by 4 p.m. on 31<sup>st</sup> July, 2023 ("**Submission Closing Date**"), along with the earnest money deposit of Rs.50 Lakhs ("**EMD**") as per the instructions specified in this Tender, which shall be an interest free refundable amount. The EMD of the Selected Bidder shall be adjusted in the Security Deposit.

ITPO reserves the right to reject any or all the bids at its discretion, without assigning any reason whatsoever at any point of time.

Authorised signatory of ITPO

## **SECTION II: DISCLAIMER**

1. The information contained in this e-tender ("**Tender**"), or any other information provided to the Bidders, whether verbally or in writing or in any other form, by or on behalf of India Trade Promotion Organisation ("**ITPO**") and its employees or advisors is provided to the Bidders on the terms and conditions set out hereunder. The information in the Tender is being provided for the limited purposes of enabling the Bidders to submit a Proposal and for no other purpose. In no circumstances shall ITPO, or its Chairman and Managing Director ("**CMD**"), Executive Directors ("**ED**"), consultants, contractors, officers and/or employees incur any liability arising out of or in respect of the issue of this Contract Document, the contents hereof or the Bid process (defined hereinafter).
2. This Tender is being made available by ITPO to the Bidders on the terms set out Tender herein. The possession or use of this Tender in any manner contrary to any Applicable Laws or for any purpose other than as specified in this Tender is expressly prohibited. Bidders shall inform themselves of and shall observe any and all Applicable Laws. This Tender is issued upon an express understanding and agreement that the Bidders shall use it only for the purpose of preparing and submitting their Proposal and for no other purpose.
3. This Tender includes statements which reflect various assumptions and assessments arrived at by ITPO and its advisors. Such assumptions, assessments, statements and any other information in this Tender do not purport to contain all the information that the Bidders, their directors, consultants, contractors, officers, employees, agents and/or advisors would desire or require in reaching a decision as to the submission of the Proposal. This Tender is a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty, expressed or implied, is or will be made in relation to such information and no liability is or will be accepted by ITPO, or its CMD, ED, consultants, contractors, officers and/or employees in relation to the accuracy, adequacy or completeness of such information or statements made, nor shall it be assumed that such information or statements shall remain unchanged.
4. The information in this Tender does not purport to be comprehensive or to have been independently verified. Nothing in this Tender shall be construed as legal, financial or tax advice. ITPO shall not be liable for any cost, expense, incurred by the Bidders in connection with the preparation of the Proposal. ITPO reserves the right to update, amend or supplement this Tender and/or any information contained herein at any time by notice, in writing, to the Bidders.
5. Neither the information in this Tender nor any other written or verbal information, in relation to the process set out in the Contract Document for the

award of Contract (defined hereinafter), is intended to form an agreement or the basis of or the invitation/inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the award of the Contract and should not be relied on as such.

6. Nothing in this Tender is, nor shall be relied upon as, a promise or representations to ITPO's ultimate decision in relation to the award of the Contract or otherwise. The Bidders shall not, therefore, have the opportunity to revise their Proposal following submission, except as provided in this Tender. However, ITPO reserves the right to change the basis of or the procedures (including the Bid Process Schedule) relating to the selection process, reject any, or all, of the Proposal, not to invite Bidders to proceed further, not to furnish the Bidders with any additional information nor otherwise to negotiate with the Bidders in respect of the Contract.
7. Nothing contained in this Tender shall be considered as an assurance, representation or guarantee of any amount of business or prospect of business. The Bidders are advised to undertake independent studies, investigations and analysis and to exercise due diligence and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in the Tender before relying on the data, projections and other details contained in this Tender or as may be provided by ITPO during the Bid Process and before submitting their respective Proposal in response to this Tender.
8. No person other than officials authorized by ITPO to give any information or to make any representation not contained in this Tender and, if given or made, any such information or representation shall not be relied upon unless as having been so authorized.
9. Nothing contained in this Tender is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or contractual arrangements contained in any part of this Tender are only indicative and cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future) and are in all respects qualified in their entirety by reference to them.
10. Prior to submitting the Proposal pursuant to this Tender, the Bidders shall conduct due diligence of the proposed site, relevant rules and regulations guiding the same and all other information relevant and related thereto at their own costs and risk. In this regard, the Bidders are requested to study and exercise due diligence on their part, before submitting their Proposal.
11. The Bidders shall bear their own costs associated with or relating to the preparation and submission of their bids, including copying, postage, delivery charges and expenses associated with any demonstrations or presentations

which may be required by ITPO, or any other costs incurred in connection with or relating to their bids. All such costs and expenses will be borne by Bidders, and ITPO and its employees and advisors will not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of the Bid Process

12. This Tender outlines ITPO's expectations in relation to the Proposal to be submitted by the Bidder. No legal or other obligation shall arise in ITPO's name unless and until the Contracts identified by ITPO have been formally and validly executed and any conditions to the effectiveness of such Contracts have been fulfilled.
13. Each Bidder must rely on the terms and conditions contained in the Contract, if and when finally executed, subject to such limitations and restrictions which may be specified in such Contracts. Any reference to this Tender in any such Contract or any correspondence between ITPO and the Bidder shall not be construed as this Tender forming part of such Contract.
14. The information given by ITPO to the Bidders herein in relation to the India Pavilion at Osaka is indicative and has been provided for reference only and ITPO does not affirm or confirm for the accuracy or correctness of such data. It is the responsibility of the Bidders to verify such information/data.
15. Each Bidder's acceptance of delivery of this Tender constitutes its agreement to, and of acceptance of, the terms set forth in this Tender. By acceptance of this Tender, the recipient agrees that this Tender and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.
16. ITPO may conduct the Bid Process as set out hereunder by itself, or through or with the assistance of any one or more of its advisors and agencies. The Bidder(s) consent to ITPO sharing the Proposal and all other information as may be provided by the Bidder(s) during the Bid Process and thereafter, with such advisors and agents. It is clarified that evaluation and selection of the Selected Bidder shall be made by ITPO at its sole discretion and that ITPO shall not be bound by any opinions or observations of its advisors or agents.
17. No extension of time shall be granted under any circumstances to any Bidder for submission of its Proposal including, but not limited to, on the grounds that the Bidder did/ could not obtain complete set of the Tender, or on any other ground(s), unless otherwise provided in this Tender.
18. The courts at New Delhi, India shall have the exclusive jurisdiction to entertain, hold trial, and adjudicate upon any dispute in relation to the Tender, Bid Process or any other aspect in relation thereto.

19. This Tender and all the Bidders participating in the Bid Process shall be subject to the laws of India.
20. The Bidder shall be wholly responsible for any statements/documents/ records, etc. submitted pursuant to this Tender and ensure accuracy thereof. ITPO or its employees shall accept no responsibility or liability for any deficiency that may be made by the Bidder. Any false declaration made by the Bidder shall invite action as may be decided by ITPO including termination, debarring the Bidder, forfeiture of EMD and/or Security Deposit, if any. The Bidder shall also indemnify ITPO against any losses suffered by ITPO on account of the Bidder.



### **SECTION III: INSTRUCTIONS TO BIDDER**

The Bidders are required to submit their Proposals electronically on the CPP Portal, using valid Class II or Class III digital signature certificates with signing key usage (“**DSC**”). The instructions given below are meant to assist the Bidders on the CPP Portal, prepare their Proposals in accordance with the requirements and submit their Proposals online on the CPP Portal.

Further information regarding submission of Proposals on the CPP Portal (defined below) may be obtained from: <https://eprocure.gov.in/eprocure/app>.

#### **A. Registration**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) (“**CPP Portal**”) by clicking on the link “Online bidder Enrollment” which is free of charge.
2. As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process as these would be used for further communication..
4. Upon enrolment, the Bidders will be required to register their valid DSC issued by any certifying authority recognized by the Controller of Certifying Authorities, India (e.g. Sify/ nCode/ eMudhra, etc.), along with their profile.
5. Only one valid DSC should be registered by a Bidder. Bidders are cautioned against lending their DSC to any other entity/ person to avoid any misuse. It is clarified that ITPO will not be responsible or obliged to entertain any requests based on such misuse of DSC.
6. Bidders will then be required to log on to the site through the secured log-in by entering their user ID/ password and the password of the DSC/ e-Token.

#### **B. Searching for Tender Documents**

1. After completing the registration and logging in, the Bidders can find the Tender. There are various search options built in the CPP Portal, to facilitate bidders to search active Tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for Tenders, wherein the bidders may combine number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a Tender published on the CPP Portal.
2. Once the bidders have selected the Tenders they are interested in, they may download the required documents / Tender schedules. These Tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to

intimate the bidders through SMS / email in case there is any corrigendum issued to the Tender document.

3. The bidder should make a note of the unique Tender ID assigned to each Tender, in case they want to obtain any clarification/ help from the Helpdesk.

**Suggested Alternative:**

**“Tender Documents**

1. *This Tender is accompanied by certain annexures/ schedules, etc. which can be found on the website along with this Tender. It is suggested to download the Tender (with all annexures/ schedules) and move this Tender to the “My Tenders” folder for ease of reference in future. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the this Tender document.*
2. *The Bidder is advised to make a note of the unique Tender ID assigned to this Tender for future reference and record. The said unique Tender ID may also be relevant and required to be quoted when seeking any assistance/ clarification from the helpdesk.”*

**C. Preparation of Proposal**

1. Bidders should comply with the requirements of corrigendum, if any, published in respect of this Tender and submit the Proposal accordingly.
2. Bidders are advised to carefully and thoroughly read the Tender advertisement and this Tender to ensure that all required documents and details are submitted in the Proposal. The Bidders must adhere to the specifications with respect to the number of covers/ envelopes in which the Proposal has to be submitted, the number of documents – including the names and content of each of the document that need to be submitted, etc. Any deviations from the prescribed requirements may lead to the rejection of the Proposal.
3. Bidders are advised to prepare and keep the Proposal and relevant documents ready for submission and endeavour to submit them at the earliest, prior to the Submission Closing Date. The Proposal and the documents can be submitted in in PDF/ XLS/ RAR/ DWF/ JPG formats and should be scanned with 100 dpi in black and white.
4. To enable Bidders to avoid delay in submission due to excess traffic on the website or the time generally taken to upload documents, a provision for advance uploading of standard documents (generally required at the time of bidding) such as PAN card, annual reports, auditors’ certificates, etc. has been made. To take advantage of the above provision, the Bidders can log in and go to “My Space” or

“Other Important Documents” tab and upload such documents. Once uploaded, these documents can be directly submitted from the “My Space” tab while submitting the Proposal, and may not be required to be uploaded again.

#### **D. Submission of Bids**

1. Bidders are advised to log in to the site well in advance to ensure that the Proposal is submitted on time. ITPO will not be responsible for any delays or inability of the Bidder to submit the Proposal on time, for reasons including but not limited to traffic on website or technical issues with the website.
2. Bidder will be required to digitally sign and upload the required documents, as indicated in this Tender, one by one..
3. The “Offline” payment option should be selected while paying if the EMD is being paid through demand draft/ other acceptable instrument, and the details of the instrument should be filled in. The amount above Rs.20.00 Lakh can be deposited in the form of Bank Guarantee.
4. Bidders are required to deposit the EMD as specified in this Tender. The original instruments/ receipts of payments, etc. should be submitted physically, latest by the Submission Closing Date. The receipts/ documents reflecting the deposit of EMD (as submitted online) shall be furnished in original, latest by the Submission Closing Date. The details of the demand draft/ any other accepted instrument, physically sent, should tally with the details available/ documents submitted online and correspond with the details entered during the submission of the Proposal. The documents, as stated above, sent physically shall be addressed to GM(Works), India Trade Promotion Organisation (ITPO), Pragati Maidan, New Delhi-110001, and the front of the envelope should bear the words **“COMPREHENSIVE PROJECT MANAGEMENT SERVICES FOR THE CONSTRUCTION OF THE INDIA PAVILION AT WORLD EXPO 2025 AT OSAKA, JAPAN”**, in capital letters, written with permanent ink. Any Proposals, not accompanied with the EMD and its relevant details in the prescribed format shall be summarily rejected.
5. The Financial Proposal must be submitted in the format prescribed at Annexure II (**“BOQ Form”**) and no other format. To submit the Financial Proposal in the standard BoQ Form provided at Annexure II, the BoQ form will be required to be downloaded and the white colored (unprotected) cells will be required to be filled in with the financial quote and other respective details (such as name of the Bidder, etc.). The other cells should not be changed. Once the details have been filled in completed, the Bidder will be required to save the form and submit it online, without changing the filename. If the BoQ file is modified by the Bidder, the Proposal will be rejected.

6. The server time (which is displayed on the Bidders' dashboard) will be considered as the standard time for referencing the deadline for submission of the Proposal by the Bidder, opening of Proposals, etc. The Bidders are advised to keep a track of the time displayed while submitting the Proposal.
7. All the Proposal submitted by the Bidders will be encrypted using PKI encryption techniques to ensure confidentiality of data and cannot be viewed until the Proposals are opened by ITPO. The confidentiality of Proposals is maintained using the secured Socket Layer 128 bit encryption technology, ensuring data storage encryption of sensitive fields. Any Proposal that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.
8. The uploaded Proposals can be read only after the Proposals are opened by the authorized personnel of ITPO.
9. Upon the successful and timely submission of the Proposal (i.e., after clicking the "Freeze Bid Submission" button on the CPP Portal), the CPP Portal will display a successful bid submission message and the bid summary will appear on the screen, mentioning the Proposal No. And the date & time of submission of the Proposal with all other relevant details.
10. The Proposal summary will serve as the acknowledgement of the submission of the Proposal. It is advisable to print the same. This acknowledgement may be required at the time of entry and be used as an 'entry pass' to attend Proposal opening meetings.

**E. Assistance to Bidders**

1. Any queries relating to the Tender and its terms and conditions should be addressed to the Tender Inviting Authority or the relevant contact person as may be indicated in this Tender.
2. Any queries relating to the process of online submission of Proposal or queries relating to the CPP Portal may be directed to the 24x7 CPP Portal helpdesk.

#### **SECTION IV: SCHEDULE AND IMPORTANT DATES**

The following scheduled shall be adhered to in respect of the Bid Process. However, ITPO may, at its sole discretion, extend the dates by issuing a Corrigendum.

<b>Sr. No.</b>	<b>Event/Activity Description</b>	<b>Date</b>
(1)	Advertisement of Notice Inviting Bids	July 03, 2023
(2)	Last date for receiving queries	July 6, 2023
(3)	Pre-Bid Meeting	July 7, 2023
(4)	Clarifications issued by way of Pre-bid minutes by ITPO	July 10, 2023
(5)	Last date for online submission of Bids (Submission Closing Date)	July 31, 2023
(6)	Opening of Technical Bids	Aug 01 2023
(7)	Presentation by Technically Qualified Bidders	Aug 04,, 2023
(8)	Opening of Financial Bids	Aug. 05, 2023

**SECTION V: DATA SHEET**

<b>Sr. No.</b>	<b>Description</b>	<b>Detail</b>												
(1)	Name of work:	<b>Comprehensive Project Management Services for Construction of Proposed India Pavilion at World Expo 2025 at Osaka, Japan on PMC basis</b>												
(2)	Engineer-in-Charge	General Manager (Works), India Trade Promotion Organisation, Pragati Maidan, New Delhi-110001 Tel: 011-23371868 Cell: 9968006653 Email: <a href="mailto:gmprojects@itpo.gov.in">gmprojects@itpo.gov.in</a> / <a href="mailto:rahulbhatia@itpo.gov.in">rahulbhatia@itpo.gov.in</a>												
(3)	Tender fee	<b>Rs.5,900/- incl. GST @18%</b>												
(4)	Earnest money	<b>Rs.50.00 Lakh</b>  Which shall be refunded after submission of Performance Guarantee by the Selected Bidder.  In respect of the other Bidders, it shall be refunded immediately after their disqualification at appropriate stages.  At least Rs.20 Lakhs is required to be paid through DD/RTGS/ NEFT etc. Rest Rs.30 Lakhs can be furnished in the form of Bank guarantee.												
(5)	Performance Guarantee	(Five percent) 5% of Bid Value												
(6)	Security Deposit	5% of Bid Value												
(7)	Accepting Authority	CMD, India Trade Promotion Organisation												
(8)	Bid Validity Period	120 days from the date of opening of Financial Proposal.												
(9)	Bank details	<table border="1"> <tr> <td>Name of the Beneficiary</td> <td><b>INDIA TRADE PROMOTION ORGANISATION</b></td> </tr> <tr> <td>Name of the Bank</td> <td><b>CENTRAL BANK OF INDIA</b></td> </tr> <tr> <td>Branch Address</td> <td><b>PRAGATI MAIDAN, NEW DELHI-110001</b></td> </tr> <tr> <td>Account No.</td> <td><b>1167404133</b></td> </tr> <tr> <td>Type of Account</td> <td><b>SAVINGS</b></td> </tr> <tr> <td>IFSC Code</td> <td><b>CBIN 0284078</b></td> </tr> </table>	Name of the Beneficiary	<b>INDIA TRADE PROMOTION ORGANISATION</b>	Name of the Bank	<b>CENTRAL BANK OF INDIA</b>	Branch Address	<b>PRAGATI MAIDAN, NEW DELHI-110001</b>	Account No.	<b>1167404133</b>	Type of Account	<b>SAVINGS</b>	IFSC Code	<b>CBIN 0284078</b>
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## 1. INTRODUCTION

- 1.1 World expos are organized every five years. In the year 2020, a world expo was held in Dubai, UAE and in 2015, it was held at Milan, Italy. A country showcases itself and its progress through such events. The Expo 2025 is scheduled to be held from 13<sup>th</sup> April 2025 to 13<sup>th</sup> October, 2025 at Yumeshima, Osaka, Japan, in which area of 3513 Sqm. Has been allotted to ITPO for the construction of India Pavilion.
- 1.2 The theme of the Expo is “**Designing Future Society for Our Lives**” and the sub-themes are “**Saving Lives**”, “**Empowering Lives**”, “**Connecting Lives**”. The Government of India intends to have a strong, noticeable presence at such events to showcase the rapid strides undertaken by it and its varied achievements, more so in the recent times, reflecting on its emergence as a major global player in designing the society of the future. It is proposed to create a world class exhibition pavilion with grandeur and excellence, as an architectural icon complemented by modern facilities representing the spirit of this Expo. It is proposed to depict both traditional and modern India in the India Pavilion and relate these to the theme and the sub-theme while simultaneously demonstrating peaceful coexistence of nature and developments undertaken by mankind.
- 1.3 The theme and sub-themes in the India Pavilion may be reflected through various media including a seamless combination of audio-visual, computer generated information, touch screens, models and physical depiction. Live demonstration of art and culture would be undertaken as decided by ITPO in collaboration with ICCR, the Ministry of Culture and other stakeholders.

## 2. GUIDING PRINCIPLES

- 2.1 The India Pavilion will be a temporary structure which will be dismantled after the completion of the Expo within a period of 5 months from the last date of the Expo.
- 2.2 The organizers of the Expo aim to achieve the following goals through theme content development:
  - i. To elevate the public awareness of the challenges in the ‘urban age’ and identify the potential solutions.
  - ii. To facilitate the conservation of the heritage of our cities; to raise public awareness of healthy urban development.
  - iii. To disseminate concepts, successful practices and innovations in sustainable urban development; to seek models for developing countries.
  - iv. To enhance the communication and understanding within human society.

### 3. ZONING OF THE PAVILION WORLD

- 3.1 The site of the Expo is Yumeshima which an artificial island located on the waterfront in Osaka that offers visitors a view of the Seto Inland Sea. With an area of 1.55 sq. kms., the venue will have a pavilion area at its centre, with water in its southern part and greenery in its western part.
- 3.2 Pavilions for official participants and other facilities will be spread across three zones according to their relationships with the subthemes:
- a) **Saving Lives;**
  - b) **Empowering Lives; and**
  - c) **Connecting Lives**
- 3.3 Expo Authorities have earmarked a plot admeasuring 3513 sq. m. (approximately 27 m. X 110 m.) for the India Pavilion in the 'Saving Lives' Zone. A Site Plan of the Expo 2025 is enclosed at **Annexure-III**.

#### 3.3.1 Space utilization in the Pavilion:

- Thematic area as per the specified theme and sub-theme;
- Space for display of exhibits (including a small exhibition area which will be changed periodically for various Indian states);
- Area for commercial use (20% of the total constructed area) which will include shops and eateries;
- Office space, VIP lounge, meeting room for 16orksit. 20 persons;
- Store room, stage for programs, green room, reception;
- Holding area;
- Crowd movement corridor(s);
- Public convenience;
- Landscaping, etc.

For further details, please visit [www.expo2025.or.jp](http://www.expo2025.or.jp).

3.3.2 The design shall, in addition to its iconic stature, uniqueness, compatibility with the theme, complementarity with the Indian ethos, and rapid strides in recent times will also be evaluated on the environmental performance of a building, including the environmental load (load reduction) and improvement of the environmental load of building itself (quality). The parameters for the same as defined by Expo Authorities are mentioned in the table below:

<b>Environmental quality of buildings</b>	<b>Reduction of environmental load of buildings</b>
<b>Indoor Environment:</b>	<b>Energy:</b>



<ul style="list-style-type: none"> <li>a. Sound environment</li> <li>b. Thermal comfort</li> <li>c. Lighting and illumination</li> <li>d. Air quality</li> </ul>	<ul style="list-style-type: none"> <li>a. Control of heat load on the outer surface of buildings</li> <li>b. Natural energy utilization</li> <li>c. Efficiency in building service systems.</li> <li>d. Efficient operation</li> </ul>
<p><b>Quality of Service:</b></p> <ul style="list-style-type: none"> <li>a. Service Ability</li> <li>b. Durability &amp; Reliability</li> <li>c. Flexibility and Adaptability</li> </ul>	<p><b>Resources &amp; Materials:</b></p> <ul style="list-style-type: none"> <li>a. Water Resources</li> <li>b. Reducing use of Non-renewable resources</li> <li>c. Avoiding the use of materials with pollutant content</li> </ul>
<p><b>Outdoor Environment (onsite):</b></p> <ul style="list-style-type: none"> <li>a. Presentation and creation of bio-top</li> <li>b. Townscape and landscape</li> <li>c. Local characteristics and outdoor amenity</li> </ul>	<p><b>Off-site Environment:</b></p> <ul style="list-style-type: none"> <li>a. Consideration of global warming</li> <li>b. Consideration of local environment</li> <li>c. Consideration of surrounding environment</li> </ul>

3.3.3 **Site Location:** Site plan of the Expo ground is enclosed at **Annexure III**.

3.3.4 **Structure:** It will be an exhibition pavilion structure, to be dismantled within a period of 5 months from the last date of the Expo.

3.3.5 **Height:** The maximum height of the building should not exceed 12m (17m for 50% or less of the building area).

#### 4. NUMBER OF COUNTRIES PARTICIPATING

The Expo authorities forecast that more than 200 countries, region and 27 international organizations are expected to participate in the Expo. In addition to these, numerous government organizations, corporate groups, NGO/ NPOs have applied for participation. The participants include USA, Germany, Canada, most constituents of the European Union & almost all countries of the Arab world, Latin America and Africa.

#### 5. VISITORS

It is expected that a total of 28.2 million visitors will visit the EXPO 2025.

## **6. INDIA'S PARTICIPATION**

- 6.1 The Government has approved and appointed ITPO as the nodal agency for India's participation in the Expo. The CMD, ITPO will be the Commissioner General of India for the event.
- 6.2 The structure of India Pavilion should represent the rich heritage of India, the historical spiritual connect between India and Japan, values and aspirations of the new India symbolizing new developments like digital India, skilled India, fit India, increasing role of the country acting as a meaningful player in the new world order, etc. coupled with energy, dynamism and transformational ethos. The India Pavilion should, as far as possible, be constructed with environmentally friendly materials and technology and should represent the Indian commitment to reduce carbon footprint.
- 6.3 In accordance with the EXPO guidelines, it is proposed to construct 70% of the Site i.e. an area of 2,459 Sq.m. for theme pavilion out of which 20%, i.e. 492 sq.m. is proposed to be used for commercial activities. However, minor variations in space utilization may be acceptable to ITPO in view of the design concept.
- 6.4 The government departments and other entities, as decided, could also be a part of the Expo.

## **7. THEMATIC PRESENTATION**

- 9.1 The thematic presentation for the India Pavilion could cover one or more of the following aspects (these are just suggestions and actual concept is to be developed by the Bidder):

### **India Pavilion – Proposed Themes for Display**

#### **A. Primary Sub-theme – Saving Lives**

- i. Good health and well being;
- ii. Affordable and clean energy;
- iii. Climate action;

#### **B. Secondary Sub-theme– Connecting Lives**

- i. Industry, Innovation and infrastructure;
- ii. Sustainable cities and communities.

## **8. APPOINTMENT OF PROJECT MANAGEMENT CONSULTANT (PMC)**

ITPO invites bids from Project Management Consultants having experience in supervising civil engineering projects and preparing architectural designs for civil

projects, to undertake the task of setting up the India Pavilion at the Expo on behalf of ITPO. The PMC will basically be required to have the following two capabilities:

- (a) the capability to work as a PMC; and
- (b) experience in undertaking architectural design projects.

The evaluation shall also be based on these two capabilities.

These capabilities of the Project Management Consultant (“**PMC**”) firm can be as a single entity or through a Consortium.

## **9. MODE OF SELECTION**

The selection of the PMC shall be done on the basis of combined Quality Cum Cost Based System (QCBS) as detailed in this Tender:

(i)	Evaluation of design and Technical Proposal	70% weightage
(ii)	Evaluation of Financial Proposal	30% weightage

## **10. MINIMUM ELIGIBILITY CRITERIA**

- 10.1 The Bidder can be a single entity or a Consortium of entities.
- 10.2 The Bidder/Lead Partner, in case of a Consortium, should be a company or a limited liability partnership incorporated/ registered in India. The Bidder shall furnish its certificate of incorporation/ registration under the Companies Act, 1956/ 2013 or Limited Liability Partnership Act, 2008 respectively and its charter documents).
- 10.3 The Bidder/Lead Partner should have a registered office in India.
- 10.4 In case of a Consortium, the Lead Partner should have a stake of more than 50%.The Consortium can have a maximum of 3 partners.
- 10.5 The Bidder should have two capabilities, namely:
  - 10.5.1 Capability of working as a PMC; and
  - 10.5.2 Capability for architectural work.
- 10.6 The Bidder/Lead Partner, in case of Consortium, shall be the party having the capability of PMC. The Bidder can have both the capabilities by itself or the Bidder can bring the capability for architectural work through any of its Consortium partners.
- 10.7 The Consortium partner with capability for architectural work can be a Private Limited/Limited Company/LLP registered in India or Japan. The entity shall furnish Certificate of Incorporation/ Registration under the Companies Act, 1956/2013 or

LLP Act, 2008 and charter documents or Certificate of Incorporation/ Registration in Japan, as the case may be.

10.8 The Bidder should have an association with a company registered in Japan which has experience of undertaking either Design work or Execution work or PMC work for at least one construction project in Japan or India of INR 250 Crore or more in the last 10 years ending 31.3.2022. The Bidder shall furnish the following documents in this regard:

10.8.1 Certificate of registration in Japan;

10.8.2 Memorandum of undertaking/ Agreement

10.8.3 Copy of work order and completion certificate or certificate from an Indian Chartered Accountant or equivalent in Japan regarding the execution/value of the project.

10.9 The capabilities required to be fulfilled by the Bidder for PMC work and architectural work are listed in Table A and B respectively as under:

**A. Capability concerning Project Management Consultancy –**

Sr. No.	Eligibility Criteria	Documents Required
(1)	The Bidder shall have a turnover of <b>INR 30 Crore or above</b> from consultancy services (in India operations only) in the F.Y. 2021-22.	<ul style="list-style-type: none"> <li>• Audited Financial Statements</li> <li>• CA Certificate</li> </ul>
(2)	<p>The Bidder shall have the following work experience in last 5 years (<b>from India operations only</b>) of completed or ongoing projects</p> <p>The Bidder / either Partner should have:</p> <p>i. experience of providing PMC services for at least one project of civil engineering for a <b>consultancy fee of Rs.20 Crore or above.</b></p> <p>OR</p> <p>ii. experience of providing PMC services for at least two projects of civil engineering for a consultancy fee of <b>Rs.12 Crore</b> each or above.</p> <p>OR</p> <p>iii. experience of providing PMC services for at least three</p>	<ul style="list-style-type: none"> <li>• Completion Certificate issued by the competent authority and</li> </ul> <p><b>For on-going projects</b></p> <ul style="list-style-type: none"> <li>• Form 26AS in case of private projects.</li> <li>• Work Order</li> <li>• CA certificate certifying the amount of actual fee received from the respective project.</li> </ul>

	projects of civil engineering for a consultancy fee of <b>Rs.8 Crore</b> each or above.	
(3)	The Bidder shall produce a certificate of solvency from its bank to the minimum extent of Rs. 25 Crores (" <b>Certificate of Solvency</b> ") along with the Technical Proposal.	<ul style="list-style-type: none"> <li>• Certificate of Solvency from a Scheduled Bank as per the format given in this at Section II Form A Part A-3</li> </ul>

### B. Capability concerning architectural work –

Sr. No.	Eligibility Criteria	Documents Required
(1)	<p>The Bidder shall have on its payroll the following technically qualified people for a period of not less than <b>18 months</b>:</p> <p>a. Civil Engineer b. Architect c. Structural Engineer</p>	<ul style="list-style-type: none"> <li>• Copy of payroll for last two years.</li> <li>• CA Certificate for an Indian entity or self-declaration by an international company certified by notary public in the respective country and apostate in India.</li> </ul>
(2)	<p>The Bidder shall have experience in designing (including concept and detail design or structural design and construction drawings etc.) the following :-</p> <p>(i) A pavilion for World Expo in last <b>20 years</b>; OR (ii) A project for iconic building in India or Japan with a minimum project cost of <b>Rs. 100 crores</b> in last 7 years.</p>	<ul style="list-style-type: none"> <li>• Completion Certificate issued by the competent authority and</li> <li>• Form 26AS in case of private projects in India or self-declaration by an international company certified by notary public in Japan and apostate in India for projects in Japan.</li> </ul>

- If the Bidder is a single entity, he shall meet the criteria for PMC and architectural work as per both A & B above.
- In case of a Consortium, the Lead Partner should meet the criteria for PMC work as per A above. However, in case of a holding company and its subsidiary both being partners in the Consortium, the credentials of either company (holding and subsidiary) can be considered for eligibility.
- In case the Bidder has provided PMC services in consortium, the proportion of Project Value and Consultancy Fee will be accounted for eligibility criteria.

**Note: Only Bidders fulfilling minimum eligibility criteria shall be considered for further Technical Evaluation. JV/ Consortiums (National/ International) are allowed.**

## 11. TECHNICAL EVALUATION CRITERIA

The Evaluation criteria for PMC shall be as under:

Sl. No.	Criteria	Basic Requirement	Minimum Marks	Premium enhanced capacity for	Maximum Marks
(a)	Technical Manpower:				
	Project Manager	i. Graduate in Civil Engineering or an equivalent degree in Japan with an experience of 10 years as Civil Engineer.  ii. Employed with the bidder for a minimum period of 02 years	<b>5 Marks</b>	i. For additional 5 years' experience – 2 additional marks subject to the maximum of 4 marks  ii. MBA/PGDM – 1 additional marks.	<b>10 Marks</b>
	Architect	i. Graduate in Architecture or an equivalent degree in Japan with an experience of 10 years as an Architect.  ii. Employed with the bidder for a minimum period of 02 years.	<b>5 Marks</b>	For additional 5 years' experience – 2.5 additional marks subject to the maximum of 5 marks	<b>10 Marks</b>

	Structural Engineer	<p>i. Postgraduate in Civil Engineering with specialization in Structural Engineering or an equivalent degree in Japan with an experience of 10 years as Structural Engineer.</p> <p>ii. Engineer (employed with the bidder for a minimum period of 02 years).</p>	<b>5 Marks</b>	For additional 5 years' experience – 2.5 additional marks subject to the maximum of 5 marks	<b>10 Marks</b>
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(b)	<b>Work experience</b>	<p><b>(IN INDIA OPERATIONS ONLY)</b></p> <p>i. Bidder/ either partner should have an experience for consultancy of one project of Civil Engineering contract for an amount of Rs. 25 Crore.</p> <p>OR</p> <p>ii. Bidder/ either partner should have an experience for consultancy of two projects of Civil Engineering contract for an amount of Rs. 15 Crore.</p> <p>OR</p> <p>iii. Bidder/either partner should have an experience for consultancy of three project of Civil Engineering contract for an amount of Rs. 10 Crore.</p>	<b>5 marks</b>	<p>Additional 05 Marks for experience in Pavilion design/ exhibition and design in past World Expo(s) organized by 'Bureau International Des Expositions'.</p>	<b>10 Marks</b>
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(c)	<p>Statement of Design Philosophy and Work Methodology , Evaluation of the Concept Plan and Design, Understanding of the Project and presentation.</p> <p><b>(The bidder shall make an A&amp;M presentation.)</b></p>				<b>60 Marks</b>
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## 12. FINANCIAL PROPOSAL

12.1 Financial Proposal of only those Bidders will be opened who are adjudged technically qualified. The PMC fee should be quoted on a lump-sum basis (excluding GST) in INR, both in figure & in words. GST as applicable shall be paid in addition to the fee.

No enhancement in consultancy fee shall be allowed for variation in the project cost upto 10%. The consultancy fee shall be proportionately reduced or increased for variations over and above 10% in the project cost, on the variations beyond 10%.

For example: If the project cost comes to Rs.430 Crores, the variation is within 10%, as such no enhancement shall be permissible. If the project cost increases to Rs.460 Crores, i.e. the variation is above 10%, the proportionate consultancy fee for variation over and above 10% i.e.  $(460-430)/400 \times \text{consultancy fee}$  shall be permissible.

12.2 However, there shall be an overall cap of 20% of the quoted consultancy fee irrespective of variation in the project cost.

### **13. SCOPE OF SERVICES**

The PMC shall undertake and perform the following Services:

#### **13.1 Conceptual Stage**

- (1) The PMC shall, at all times, be aware of and updated with the requirements of the Expo and the World Expo Guidelines provided at Annexure-VIII for the design of the India Pavilion.
- (2) The PMC shall prepare the layout plan of the India Pavilion, the concept design and drawings, architectural drawings and designs showing details of useful areas including the display of theme contents by various means. This will include services areas, circulation areas, total plinth area etc. so as to provide information in respect of magnitude of work and its components and services.
- (3) The PMC shall also prepare conceptual design and drawings of interior design/decoration, display aids for the India Pavilion (including theme areas with immersive experience, commercial and non-commercial areas, service areas etc.) as per main theme and sub-themes including interior landscaping, provisions for interior display aids, exhibits, AV/AR/VR shows, interactive sessions, kiosks in the India Pavilion.
- (4) The PMC shall provide an indicative cost estimate of the building structures, interior works, landscaping, artifacts, exhibits, MEP services, AV equipments etc., their operation and maintenance, dismantling and their disposal. The total estimated cost of such work and the cost of work mentioned in the present scope of work will be approximately Rs.400 Crore, out of which Rs. 131.77 crore shall be for the interior work and Rs.242.21 Crore shall be utilized for building/ construction.
- (5) Provide the 3D images/ computer model showing all details mentioned above, sections and elevations including 'walk through' not less than 90 seconds for India Pavilion based on the concept design and make presentations. On successful completion/ submission/presentation of the concept design(s) as above, each eligible Bidder shall [irrespective of the number of concept design(s)] be provided an honorarium of Rs.1,00,000/- (Rupees One Lakh Only). The decision of ITPO in this regard shall be final. No assistance shall be provided to the PMC to whom the work is awarded.
- (6) The PMC shall prepare the furniture and interior layout drawings which will include AV aids, signages, touch screen, kiosks, etc. Their numbers shall also be mentioned.
- (7) No change, whatsoever, will be effected in the designs of the India Pavilion, exhibits or mode of display once approved by ITPO. For unavoidable deviations, if any, prior approval of CMD, ITPO shall be obtained by the PMC.
- (8) The PMC shall submit all the above details for the Proposal to be considered for qualification/ selection and/ or payment of the Honorarium.

#### **13.2 Preliminary Stage**

- (1) To modify conceptual drawings as per directions of ITPO.

- (2) Make presentations before the Steering Committee, Committee of Directors or any other authority and modify the drawings as per directions of ITPO.
- (3) Carry out survey, soil investigation or any other investigation required to design the Pavilion at his cost.
- (4) Prepare preliminary drawings and specifications of the building structure based on the approved concept design of ITPO and Expo Authorities including all internal and external utility services like water supply, and sanitary installations, sewerage, storm water drainage, internal electrification, ventilation and air-conditioning, fire detection, fire-fighting system, acoustic treatment, telephonic conduits, compound lighting, landscaping, development plans showing roads, paths, parking, paved area, drains, culverts, compound walls, external lighting, interior design setup, theme contents and signage indicating scope, specifications and costs separately for each of the aforesaid components. All the provisions have to be as per standard and codes in practice applicable in Osaka, Japan at the site of construction.
- (5) The PMC shall prepare preliminary drawings of all the interior works, commercial and non-commercial areas e.g. light weight partition works, lighting arrangement and power points, laying of carpet in stalls and passages, provision of audio visual and public address system, fascia, furniture, provision of cafeteria/pantry, washroom, store room, space/room for security personnel, office accommodation for the director, India Pavilion, plan of thematic areas and reception areas, setting up of display of exhibits/items, provision of signages, posters, banners, landscaping / horticulture works, artwork, intercom, telephone (including wiring), computers, (including wiring), LED screens furniture, display aids, vertical blinds on windows/ventilators, provide furniture, furnishing works etc. as indicated in other stages etc. including specifications. All the interior works will be as per samples approved by ITPO, as directed.
- (6) Obtain necessary approvals/sanctions etc. from ITPO, Expo authorities and local bodies of Osaka as applicable.

### **13.3 Working Drawings Stage**

- (1) Preparing working drawings for execution of building structure, including architectural, structural showing reinforcement details, plumbing, sanitary, electrical, air-conditioning, development, landscaping, fire-fighting, etc. complete.
- (2) Preparing working drawings for interior works, display aids, panels, buntings, flags, exhibits etc., artwork, audiovisual works, CCTVs, horticulture works, stage, seating arrangement, decoration, etc. in thematic pavilion, commercial area, office, service area, surroundings signages etc. complete in all respect.
- (3) The selected agency to submit photo realistic walkthrough of the approved concept design of 3-4 minutes' duration of international standards.
- (4) Obtain approvals of ITPO and Expo 2025 Authorities, as required.
- (5) Prepare schedule of quantities as per approved drawings and designs, detailed estimates based on Expo specifications for the building structure, plumbing, sanitary, electrical, air-conditioning, development, landscaping, fire-fighting, interior works, display aids, panels, buntings, flags, exhibits etc., artwork, audiovisual

works, CCTVs, horticulture works, stage, seating arrangement, decoration, etc. in thematic pavilion, commercial area, office, service area, surroundings signages etc. complete in all respect. Detailed estimates will be supported with complete analysis of the rates. This will include construction, maintenance, operation works for the duration of the Expo, and dismantling and disposal.

- (6) The PMC shall submit softcopies along with three print outs of all input data and computer output and for all computations of structural designs and services designs which shall be in accordance with relevant and latest codes of standards of Japan and sound engineering practice. Such detailed computations of all designs shall be made available to the employer for any check, the ITPO may like to exercise at any stage. The Consultant shall indicate the names of his associates, if any, for various services and structural designs, their organization, qualification and experience and shall be fully responsible for the correctness and accuracy of structural and utility services designs and the responsibility for safety of the structural and functional adequacy of various buildings, their components and utility services shall be entirely that of the Consultant notwithstanding the approval by the ITPO. The Consultant and his associates, if any, shall certify in writing that the designs are in accordance with the latest and relevant Codes of standard, Japan
- (7) The PMC must have a team of planners, architects, engineers, structural designers and interior decorators. The architects involved in the Expo 2025 India Pavilion project must be registered with Council of Architecture in India for Indian Architect or Japanese Architect. The Consultant shall get done the proof checking of structural designs/drawings from a reputed Indian Institute of Technology (IIT)/Government Institutions.
- (8) The PMC shall prepare tender / bidding documents for construction of the building and engaging a Construction Agency. The execution of building work is to be undertaken through other agency after calling separate tender for building work by ITPO. Tender processing a28orksite28ionion will undertaken by the PMC.
- (9) Provide market rates and analysis for justification of the tender of building structure. Necessary quotations/ rate lists of manufacturers will be provided in support of the market rates.
- (10) The PMC will supervise and ensure the quality of work / activities in the building construction work.
- (11) The PMC shall obtain the approval of the competent authority/ statutory body in Japan according to the local laws, regulations etc., and make changes/modifications/revisions desired by such authorities for obtaining the approval.
- (12) The PMC shall supply to the ITPO softcopies and five hardcopies of the designs of all services and structural designs and of detailed working drawings, specifications etc. for record purposes.

#### **13.4 Construction Stage**

##### **(1) Building Work**

- (i) The supervision, monitoring and coordination of building works structure and its services, outside landscaping and horticulture etc. shall be done by PMC.
- (ii) The PMC will ensure supervision of the work in accordance with the approved drawings, the specifications, workmanship, quality and the updated relevant codes of practices for construction as per the requirements of Expo Authorities and shall not make any modifications without written approval of ITPO.
- (iii) Scrutinize the Construction Agency's bills, record/ check measurements, rates, quantities, and quality and certify them in conformity with the terms of the contract between ITPO and the Construction Agency and recommend payment in strict accordance with the provisions of the contract.
- (iv) The PMC shall prepare completion drawings and obtain completion and occupancy certificates and other clearances / NOCs/licenses wherever necessary from the Expo authorities/local bodies after completion of work and supply the same to the ITPO.
- (v) The PMC shall supply completion drawings to the ITPO and also hand over the originals of the completion drawings to the ITPO. The changes, if any during execution of work, shall also be incorporated by the PMC at the time of preparation of above drawings.
- (vi) The PMC shall assist the ITPO in arbitration and litigation cases during construction stage or thereafter by giving necessary clarifications/ interpretation of drawings, designs, and specifications, free of cost as and when required.
- (vii) The PMC shall visit the Site as and when required at its own cost for supervision. If the necessity arises, in the opinion of ITPO, the PMC may have to make additional visits to the Site at its own cost. The PMC shall also attend meetings, relevant to the Expo, at Japan at its own cost, as and when advised by ITPO.
- (viii) The Site will be open to inspection by the committees designated by ITPO, ITPO officers, Chief Technical Examiner, the inspecting authorities of the Expo and the Japan Governmental Authorities as required by the law of land. The PMC shall comply with the instructions issued by the Authorities, as a result of such inspections in consultation with ITPO.

## **(2) Interior Works**

- (i) Broadly all the works to be done inside the building structure will be considered as interior works.
- (ii) In the commercial section, all shops and restaurant section will be considered as interior works (partition walls, doors with locks, etc. if any, complete with paint and other fixtures).
- (iii) The interior design of the display spaces of the India Pavilion should be flexible enough to incorporate the interior design layouts of the various exhibitors and selected agency has to ensure its compatibility.
- (iv) In the thematic area, offices, VIP room, meeting room, store-room, green room, dining room along with seating arrangement with accessories, security

- room, pantry, reception, AV room, passages, display areas etc. will be through partitions and will be part of interior works.
- (v) Toilet walls, outer façade, walls of AHU room will generally be the part of building structure and all other works inside building structure will be included in the interior works.
  - (vi) Carpets, which will be provided inside the pavilion except in the toilets and restaurant area, will form the part of the interior work.
  - (vii) Stage inside the building required for performing the cultural programmes, will be part of the interior works.
  - (viii) All the items required inside the pavilion for running the shows like A/V equipments, office equipments, PA system, touch screen etc. are the part of interior works.
  - (ix) The area of the shops made with partitions will be approximate 12-15 sqm. each and restaurant area about 100 sqm. Furniture in the shops and restaurant will not be part of the interior works.
  - (x) Necessary lighting and power points in the commercial areas (shops/ restaurant etc.) and thematic area (display, office, stage, dining, pantry, meeting room, reception etc.) will be the part of the interior works.
  - (xi) C.C.TV arrangement will be required which will be part of the interior works.
  - (xii) Signages and fascia preparation will be the part of the interior works.
  - (xiii) In brief, the PMC will supervise all the interior works, commercial and non-commercial areas (e.g. light weight partition works, lighting arrangement and power points, laying of carpet in stalls and passages, provision audio visual and public address system, fascia, furniture, provision of cafeteria/ pantry, wash room, store room, space/room for security personnel, office accommodation for the Director India Pavilion, plan of thematic areas and reception areas, will be included in interior works), setting up of display of exhibits/items, provision of signage's, posters, banners, landscaping/ horticulture works inside of the pavilion, artwork, intercom, telephone (including wiring), computers, (including wiring), plasma screens furniture, display aids, vertical blinds on windows/ventilators, provide furniture, furnishing works etc. as indicated in other stages except building structure work. All the interior works will be as per samples approved by ITPO/ PMC.
  - (xiv) The PMC will also supervise the construction of the stands/ stalls for display of exhibits, commercial areas, office accommodation and other activities / items as per approved design.
  - (xv) The inspections of quality of work will be done by the ITPO/ govt. of India Authorities, the inspecting authorities of Expo 2025 and the Japan Govt. Authorities as required by the law of land. The PMC shall comply with the instructions issued by the Authorities, as a result of such inspections in consultation with ITPO.
  - (xvi) The exhibitors at India Pavilion would include Ministries / departments, State Government, public / private sector companies. These exhibitors would be putting up their displays for defined duration and would be replaced by some other exhibitor. The PMC will ensure that approved design concept would integrate with the theme / displays of the exhibitors.

### **(3) Dismantling Stage**

- (i) Monitoring of dismantling of the building structure and services, (the items of demolition and disposal of building parts & services, including air-conditioning items will be included in the contract of building works) and demolishing and disposal of interior work/items, exhibits /items, from the India Pavilion including removal complete and restoration of the Site to its original condition (as it was at the time of taking over possession prior to commencement of any work by the PMC/ Agencies) and handing over the same to the Expo Authority/ local body as per the Applicable Laws.
- (ii) Obtaining No Dues Clearance Certificate from the Expo Authority/ local body.

### **(4) Manpower deployment**

The PMC shall deploy a team onsite/ offsite as per need, including Project Manager, Architect, Civil Engineer, Structural Engineer with the qualification and experience as mentioned in the RFP. The PMC will engage the relevant experts as per the project requirements in HVAC, IT, multimedia etc. In case of non-deployment, manpower may be engaged by the Consulate General of India in Japan at the risk and cost of the PMC. In addition, a penalty of a sum up to Rs.5,00,000/-per month may be imposed by ITPO on the PMC.

### **(5) Other Responsibilities of PMC**

In addition to the works to be undertaken by the PMC as elaborated above, the following shall also form part of scope of the PMC's work;

- (1) The PMC would prepare the concept plan, detailed design, structural drawings, working drawings etc. for setting up of the India Pavilion. The design shall include an integrated concept including building structure, interior decoration, exhibits, use of audio-visuals/AR/VR aids for creating an immersive experience.
- (2) The PMC will be responsible for selecting and on-boarding a Construction Agency and the EMA. The PMC shall be responsible for preparing the bid document, and assisting ITPO in the evaluation of bids received, selection of the Construction Agency and the EMA, and subsequently, facilitate execution of agreements between ITPO, itself (PMC) and the Construction Agency and EMA respectively, unless otherwise indicated by ITPO.
- (3) The PMC will supervise the construction and ensure adherence to quality, specifications and parameters and timelines provided by ITPO. The PMC will inspect the work periodically and advise ITPO regarding release of payments (as per the Contracts). It shall specifically ensure construction management, coordination with the Japanese authorities etc.
- (4) The PMC will supervise interior designing, display of exhibits etc.

- (5) Monitoring and supervision of demolition/dismantling and disposal of pavilion structure, interiors, exhibits, display structure etc. and restoration of site in original condition and handing over the same to Expo Authorities
- (6) The Consultant shall indicate the name of the associates such as interior designers, architectural designers/ architects, structure designers, etc. of repute based in India and/ or Osaka, Japan, who will be associated with the work. the PMC shall ensure the engagement of experts in the relevant field as per the regulatory requirements of Japan.
- (7) The PMC shall be fully responsible for the soundness and accuracy of the structural and services designs and the responsibility for safety of the structure shall be entirely that of the consultant notwithstanding the approval of the designs by the ITPO or Expo Authorities or the authorities of Japan Government. The PMC and the concerned associate(s)/ Agencies, shall certify in writing that the structural designs are in accordance with the updated and relevant code of practice in force at the place of construction.
- (8) The PMC shall comply with the prevailing laws and regulations in Japan. The PMC shall indemnify and keep indemnified ITPO against any such losses and claims and against all costs and expenses which become payable by ITPO due to non-compliance of laws and regulations and/or non-adherence to the laws of land by the PMC or any of its employees or Agencies at any point of time viz. construction, maintenance, dismantling and services during Expo or thereafter.
- (9) ITPO, without assigning any reasons, reserves the right to exclude any of the above services at any stage from the scope of work with suitable adjustment in the fee payable to the Consultant.
- (10) The inspection and quality of work /activities may also be checked by ITPO Authorities from time to time.

#### **14. CONFLICT OF INTEREST**

The Bidder (including its personnel/ employees) that have a business or family relationship with members/ employees of the ITPO directly or indirectly involved in the project or have any other Conflict of Interest shall be bound to provide relevant details in this regard to ITPO.

#### **15. CORRUPT OR FRAUDULENT PRACTICES**

ITPO requires the Bidders to observe the highest standard of ethics during the period of contract or while submitting their Proposals. In pursuance of this policy, ITPO:

- i. May take action against the Bidder, if found canvassing, either by directly or indirectly, to pressurize ITPO. The same shall constitute an unfair trade practice and ITPO reserves its exclusive right to act as deemed fit and proper against the Bidder for such conduct.



- ii. Will reject a Proposal for Award of Work if it is determined that the Bidder recommended for award has engaged in Corrupt Practices or Fraudulent Practices in competing for Tender in question.
- iii. Will declare a Bidder ineligible or may debar/ blacklist the Bidder, either indefinitely or for a specified period, to be awarded any contract(s), if it at any time determines that the Bidder has engaged in Corrupt Practices or Fraudulent Practices in competing for, or in executing the Tender.
- iv. In the event it comes to the notice of ITPO that any information/ documents furnished by the Bidder along with the Proposal or after award of the contract are false, fraudulent, incorrect, misleading or forged etc., ITPO shall be entitled to terminate/ revoke/ cancel the award granted forthwith under this Tender with immediate effect by giving due notice. In such case, the Bidder will not be entitled to any refund of the EMD and Security Deposit.
- v. The Selected Bidder shall produce original documents as and when demanded.

For the purpose of this section, the following terms shall have the meaning ascribed to them hereunder:

- a. “**Corrupt Practice**” means the offering, giving, receiving or soliciting of anything of value/kind to influence the action of a public servant; and
- b. “**Fraudulent Practice**” means a misrepresentation including concealment of facts in order to influence the execution of a contract to the detriment of Employer and includes collusive practice among Bidders/Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer the benefits of free and open competition.

## SECTION VI: GENERAL CONDITIONS

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

The capitalized terms used in this Tender, unless otherwise defined, shall have the meanings ascribed hereinbelow:

**“Addendum/ Addenda”** means any written amendment or addenda to this Tender, issued from time to time by ITPO.

**“Affiliate”** with respect to any Bidder or a member of a Consortium, shall mean any other person directly or indirectly Controlling, Controlled by or under common Control with such Bidder or member of Consortiu“.

**"Annex/ Annexure"** means an annexure to this Tender.

**“Applicable Laws”** means all applicable laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India or such other territorial jurisdiction outside India, by any authority, including any Governmental Authority, including any revisions, amendments or re-enactments including without limitation statutes, rules, regulations, bye-laws, policies made thereunder, judgments, decrees, injunctions, writs, orders issued by any court of record or other requirement or official directive of any Governmental Authority or any person acting under the authority of any Governmental Authority or any statutory authority, including any notification issued by the Reserve Bank of India or by any Governmental/ statutory authority, as may be in force and effect during the Bid Validity Period and the subsistence of this Tender.

**“Approvals”** means all authorizations, consents, approvals, including any statutory approvals, notifications and permissions and any licenses, permits, rulings, exemptions or other authorizations of any nature whatsoever which may be required to be obtained under Applicable Laws for or in respect of this Tender and/ or any contracts to be executed pursuant thereto, and all other approvals as may be required to execute, give effect to, and perform the obligations under this Tender/ subsequent contracts including but not limited to the approvals and consents required from ITPO or any other authority, whether in India or outside, as may be required by the Bidder.

**“Bidder”** means an eligible person, firm, company, or Consortium, who have submitted their Proposal in respect of this Tender.

**“Bid Process”** shall mean the process of submitting Proposals under this Tender.

**"Bid Value”** shall mean the value quoted by the bidder in the BOQ.

**"Clause"** means a clause of this Tender.

**"Competent Authority"** of ITPO shall mean Chairman and Managing Director (CMD), ITPO

**"Conflict of Interest"** shall mean a situation under which a Bidder may have an unfair advantage, or may be engaged in conduct, directly or indirectly, that gives it an unfair advantage, including but not limited to:

- (i) having, or having had access to, any confidential information pertaining to ITPO or this Tender, that was not available to other Bidders,
- (ii) communicating with any person with a view to influencing preferred treatment in the Bid Process (including but not limited to the lobbying of decision makers involved in the Bid Process), or
- (iii) engaging in conduct that compromises or could compromise the integrity of the Bid Process

**"Consortium"** shall mean a group of entities/ individuals not exceeding **3 (three)**, comprising of at least one (1) entity which is incorporated as a company under the provisions of the Companies Act 1956/ 2013, coming together to submit a Proposal pursuant to this Tender. **"Lead Member"** in respect of a Bidder, where the Bidder is a Consortium, shall mean such company, which is named and identified as such in the Proposal and fulfils the Eligibility Criteria.

**"Contract(s)"** shall mean the contract(s) to be executed for undertaking the works mentioned in this Tender. For the avoidance of doubt, it is clarified that a contract will be executed between the ITPO and the Selected Bidder, under which ITPO will engage the Selected Bidder as the PMC.

**"Control"** means, with respect to a Person,

- (a) the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Person; or
- (b) the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise,

and the terms **Controlled/ Controlling** shall be construed accordingly.

**"Construction Agency"** or **"Contractor"** shall mean an agency appointed by the PMC in consultation with ITPO for carrying out all construction related activities in respect of the Indian Pavilio“.

**"Corrigendum/Corrigenda"** means a written corrigendum or corrigenda to this Tender, issued by ITPO from time to time.

“**Day**” or “**day**” means a calendar day of 24 (Twenty-Four) hours measured from midnight to the next mid night as per Indian Standard Time.

“**Eligibility Criteria**” shall have the meaning as ascribed to it Section V, Clause 10 [*Eligibility Criteria*].

“**Employer**” may be used interchangeably with ITPO or Client (as defined above).

“**Employer’s representatives**” may be used interchangeably with ITPO representatives or Client’s representatives (as defined above).

“**Earnest Money Deposit**”/ “**EMD**” shall mean security deposit of Rs. 50 Lakhs which shall be an interest free amount, to be submitted with the Proposal and refundable in accordance with the provisions of this Tender.

“**EMD Submission Form**” shall mean Annexure-VI [Bid Security Submission Form].

“**Evaluation Criteria**” shall have the meaning as ascribed to it in Section V, Clause 11 [*Technical Evaluation Criteria*] of this Tender“

“**Expo**” or “**Expo 2025**” shall mean the World Expo 2025 to be held between in 13 April 2025 to 13 October 2025 in Yumeshima Island, Osaka Japan.

“**Expo Authorities**” shall mean the relevant/ competent authorities of the Expo.

“**Financial Proposal**” shall mean the binding and final financial proposal submitted by each Bidder as a part of the Proposal in the prescribed format.

“**Governmental Authority**” means any department, division or sub-division of the Central Government or the State Government and shall include any commission, board, authority, agency or municipal and other local authority or statutory body, as the case may be, having jurisdiction over all or any part of the performance of all or any of the works or obligations to be undertaken pursuant to this Tender;

“**Government of India**” means the Government of India and any agency, authority (including regulatory authority), department, inspectorate, ministry, or statutory person (whether autonomous or not) under the control and direction of the Government of Indi“.

“**India Pavilion**” means the Type A pavilion to be built for ITPO at Site allotted at the Expo and shall include the construction, structures, buildings, interiors, exhibits, façade, display hall(s), utility block, periphery wall/ fence/ landscaping, etc.

“**INR**”/“**Rs**”.”means Indian Rupees, the lawful currency of the Republic of India.

“**ITPO**” means India Trade Promotion Organisation.

**“Letter of Intent to Award/ LOIA”** means the written notice issued by ITPO to the Selected Bidder intimating the acceptance of Selected Bidder’s Proposal for the award of the services under this Tender“.

**“Letter of Award”/ “LOA”** means the written notice issued by ITPO to the Selected Bidder after submission of Performance Bank Guarantee by the Selected Bidder.

**“Letter of Undertaking”** means the letter of undertaking in the form as set out in Annexure-V of this Tender.

**“Month”** means a Gregorian calendar month.

**“Notice Inviting Tender”/ “NIT”** shall mean the notice inviting Tender.

**“Party”** shall mean, as the context may require, ITPO or the PMC, and the plural **“Parties”** shall mean both ITPO and the PMC“

**“Performance Guarantee”** shall have the meaning ascribed to it in Clause 4 of SECTION VI.

**“Person”** means any corporation, company, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture, or other legally recognized entity of whatever nature.

**“Proposal”** shall mean an unconditional, valid, final, and binding proposal, comprising of the Financial Proposal, Technical Proposal, EMD and documents as required under this Tender submitted by the Bidders in response to and on the terms and conditions contained in this Tender.

**“Proposal Validity Period”** or **“Validity Period”** shall mean a period of 120 days from the date of opening of the Financial Proposal.

**“Security Deposit”** shall mean such amount as mentioned in the Datasheet.

**“Selected Bidder”** shall mean the Bidder selected by ITPO pursuant to the Bid Process.

**“Services”** shall mean the services to be rendered by the PMC as more elaborately set forth in Section V, Clause 13, either directly or through Agencies/ vendors/ etc., engaged for specific purposes.

**‘Site’** shall mean the plot admeasuring 3513.39 sq.mtrs. (27mtrs X 110 mtrs) allotted to ITPO for in Zone A (Saving Lives), for setting up the India Pavilion at the Expo“

**“Submission Closing Date”** shall mean 4 PM on 31<sup>st</sup> July, 2023, which shall be the last date for submission of Proposals.

“**Tender**” shall mean this request for proposal document dated 3<sup>rd</sup> July, 2023, along with its Annexures, Schedules, the General Conditions and shall include any Addenda and Corrigenda, if issued.

## **1.2 Law Governing the Tender**

This Tender, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws in India.

## **1.3 Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Tender.

## **1.4 Notices**

Any notice, request or consent made pursuant to this Tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail to such Party at the address specified.

## **1.5 Location**

The Services will be performed at such locations as specified in this Tender.

## **1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Tender by ITPO or the PMC may be taken or executed by the officials specified.

## **2. DISPUTE RESOLUTION MECHANISM AND GOVERNING LAW**

**2.1** In the event any dispute or difference arises between the Parties in connection with this Tender:

- a) The PMC and ITPO shall endeavor to amicably settle such disputes/ differences:-
  - i) The Party raising the dispute (“**Aggrieved Party**”) shall address to the other Party a notice specifying the details of the dispute/ grievance, requesting amicable settlement of the dispute within seven (7) days from the date of receipt of the said notice.

- ii) For such settlement, the dispute will be referred for negotiation between the respective Competent Authorities of the Parties, to be resolved between them in which respect the agreed course of action will be documented within a period of 15 days from the date of conclusion of such negotiation. The Parties shall endeavour to conclude the negotiation within a period of 60 days.
- b) In the event the Parties fail to settle the dispute by negotiation in the manner mentioned above, the dispute may be resolved through arbitration, be submitted a notice of arbitration by either party, within 20 days from the date of last negotiation. The seat of arbitration shall be New Delhi and the arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. Each Party to the dispute shall appoint an arbitrator each and the arbitrators so appointed by the Parties shall jointly appoint the a presiding arbitrator.
- c) The arbitration notice” shall accurately set out the details of the dispute(s) between the Parties, the intention of the Aggrieved Party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this Tender.
- d) The arbitration proceedings shall be conducted in English language. Subject to the above, the courts at New Delhi alone shall have the jurisdiction in respect of all matters connected with this Tender. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including the fees and expenses of the arbitrators, shall be shared equally between the Parties, unless the award otherwise provides.
- e) The Party shall not be entitled to suspend the works/ Services to be undertaken pursuant to this Tender or the completion of the assignment, pending resolution of any dispute between the Parties and shall continue to operate in accordance with the provisions of this Tender notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

**2.2** The contract shall be governed by and interpreted in accordance with the laws prevalent in Indian.

### 3. TIME SCHEDULE

The Services enumerated under this Tender shall be completed as per schedule mentioned below. The India Pavilion shall be ready in all respects by **April 1<sup>st</sup>, 2025** for the opening ceremony scheduled to be held on **April 13<sup>th</sup>, 2025**.

Sr. No.	Milestone	Timelines D (Date of Award of Work) + Days
(1)	Approval of Concept Design	D+15
(2)	Submission of Bid documents for building work	D+60
(3)	Submission of Bid document of hiring of EMA	D+75
(4)	Approval of Detail Architectural Drawings and structural drawings	D+120
(5)	Finalizing of Construction Agency	D+105
(6)	Start of construction of building work / structure of Pavilion	D+150
(7)	Approval of detail MEP Drawings and interior Design	D+165
(8)	Finalisation of EMA	D+135
(9)	Completion of Structural Works	D+390
(10)	Completion of internal conversion and finishing work including interiors, installation of exhibits, decoration, furniture, AV units, CCTV, PA system etc. complete for operation	D+570
(11)	Finalization and handing over the completed Pavilion in all respects to ITPO including the implementation of observation of Expo Authorities, if any	30 March 2025
(12)	Pavilion to be taken over by the agency for demolition	1 November 2025
(13)	Demolition of Pavilion & Restoration and vacation of site	13 April 2026

Note: The above timeframe are broadly firm, however, some variations as deemed to meet evolving needs / contingencies by ITPO may take place.



## **4. SECURITY DEPOSIT AND PERFORMANCE GUARANTEE**

### **4.1 Performance Guarantee**

- i) The PMC shall submit a Performance Guarantee equivalent to 5% (five percent) of the Bid Value, in addition to any other deposits mentioned in this Tender, to secure ITPO against any breach of the provisions of the Contracts to be executed between the Parties (notwithstanding and without prejudice to any other provisions in the Contract) within a period of 7 days.
- ii) This guarantee shall be in the form of a bank guarantee of any scheduled bank or a pay order issued by any scheduled bank. The performance guarantee shall be valid till 180 days after the handover of the Site to the Expo Authorities.
- iii) In the event of the Contract being determined, terminated, or rescinded under any provision contained therein, or in the event of a breach of provisions of the said Contract, the Performance Guarantee shall be invoked and the Security Deposit shall stand forfeited in full and shall be absolutely at the disposal of ITPO.
- iv) The Performance Guarantee may also be invoked in the event there are any dues payable to the Expo Authorities or the Japan Government, which cannot be paid out of the Security Deposit.

### **4.2 Recovery of Security Deposit**

- i) ITPO shall be entitled to deduct a sum equivalent to 5% of the gross amount payable to the PMC out of each running bill, till the total amount accumulated through such deductions (inclusive of EMD) equals 5% of the Bid Value. Such deductions will be made and held by ITPO as Security Deposit unless the such a sum (5% of Bid Value) is deposited by the PMC in the form of Demand Draft or other acceptable instrument in favour of ITPO towards Security Deposit.
- ii) All compensation or other sums of money payable by the PMC under the terms of this Tender/ subsequent Contracts may also be deducted from the Security Deposit.
- iii) Security Deposit shall not be refunded till the PMC produces a 'no dues' certificate from the Expo Authorities.
- iv) In case any recovery is made/ penalty is imposed by the Expo Authorities in respect of the India Pavilion/ Site, delay in vacating the Site, , such recovery(s) shall be made from the PMC's Security Deposit.

## **5. GUARANTEE**

- 5.1 The PMC shall guarantee to redesign and reconstruct, at its own cost, any portion of the engineering design, work, which due its failure to use a reasonable degree of design skill, supervision, shall become defective during the execution or regular use of such work/ portion of work.
- 5.2 ITPO shall be entitled to make good any losses suffered by it, which are not attributable to it, by invoking the Performance Guarantee or by forfeiting and appropriating the Security Deposit.

## **6. TAXES**

- 6.1 The PMC shall remain liable to ensure compliance with all statutory provisions in respect of applicability and payment of taxes.
- 6.2 In the event any any royalty, cess or the like becomes payable under Applicable Laws by the Government of India and does not any time becomes payable by the PMC, then in such cases the Government of India may recover the such amounts paid by it from the PMC/ dues payable to the PMC by ITPO.
- 6.3 The PMC shall, within a period of 30 days of issuance of any notification/ introduction of any new law imposing any new tax or levy, etc. give a written notice thereof to ITPO intimating regarding the same and providing all relevant details in relation thereto.

## **7. ABANDONMENT OF WORK/ SERVICES**

If the PMC abandons any work or Services required to be undertaken by it pursuant to this Tender/ subsequent Contracts, for any reason whatsoever, or become incapable of performing its obligation, , ITPO shall be entitled to use all or any of the drawings/ details prepared by the PMC and the PMC shall become liable to refund to ITPO any excess fees paid to it by ITPO such date, along with such damages as may be assessed and sought by ITPO.

## **8. TERMINATION**

- 8.1 ITPO, without any prejudice to any of its rights hereunder in respect of any delay or otherwise, and without prejudice to any claims or damage it may be entitled to in respect of any breaches by the PMC and without prejudice to any other rights or remedies available to it under any Contract or law, may terminate the Contract by giving a written notice of one week's notice to the PMC. In the event of such termination, the PMC shall be liable to refund the excess payments made to it, if any, over and above what is due in terms of this Tender/ subsequent Contracts on the date of termination. In such case, ITPO shall remain entitled to use all or any of the drawings prepared by the PMC.

8.2 The PMC shall undertake the Services with due diligence so as to ensure adherence to all timelines. If, during the currency of the project, ITPO or any of its authorized representatives find any slackness, deviation, or non-adherence to terms on the part of the PMC and come to the conclusion that the PMC will not be able to complete the Services by the agreed date, ITPO or its authorized representatives may, without prejudice the rights or remedies available to them:

- i) Determine or rescind the Contract as aforesaid (of which termination or rescission notice in writing to the PMC under the hand of the authorized representative shall be conclusive evidence). Upon such determination or rescission, the Performance Guarantee shall be invoked and the Security Deposit shall be forfeited.. If any portion of the Security Deposit has not been paid or received, the same would be called for, become due and payable to ITPO, and forfeited.
- ii) Engage/ assign to another project management consultant the whole or the outstanding Services, in which case any expenses which may be incurred in excess of the sum paid/ payable to the PMC (determined by ITPO, which shall be treated as conclusive evidence of the same), had the Services been executed by them shall be borne by and paid by the PMC to ITPO/ any other party as may be indicated by ITPO and may be deducted from any money due and payable to him by ITPO or may be deducted/ recovered by invoicing the Performance Guarantee and/ or Security Deposit.].
- iii) In the event of any one or more of the above courses being adopted by ITPO, the PMC shall have no claim to compensation for any loss sustained by it in respect of or in connection with the Contract. In the event any action is taken under any of the provisions as aforesaid, the PMC shall not be entitled to any sums or amounts for any Services actually performed under the Contract unless and until ITPO has certified, in writing, the performance of such Services and the value payable in respect thereof.

## 9. FORCE MAJEURE

If at any time, during the continuance of this Tender/ subsequent Contracts, the performance of obligation, in whole or in part, of either Party, is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of State or direction from Governmental Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and lockouts(as are not limited to the establishments and facilities of the Parties), fire, floods, natural calamities or any act of God (hereinafter referred to as “**Event**”), provided a notice of the happening of any such Event is given by the affected Party to the other, within 7 Days from the date of occurrence thereof, neither Party shall, by reason of such event, be entitled to terminate this Tender/ Contract, nor shall any Party have any claims for damages/compensation/costs/expenses against the other, in respect of such non-

performance or delay in performance. The Services shall be resumed as soon as practicable after such Event comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation is prevented or delayed by reason of any such event for a period exceeding 30 days, either Party may, at its option, terminate the Contract.

## **10. INDEMNIFICATION**

10.1 The PMC shall indemnify ITPO against all legally enforceable claims, damages, losses or penalty including costs thereof in case a liability arises out of any accident/ incident involving manpower deployed by the PMC/Agencies in connection with the performance of services.

10.2 ITPO will not be responsible or liable for any injury/ loss sustained by the PMC/ Agencies, and/ or any of their personnel during the performance of their duties.

10.3 In case of injury to or loss suffered by ITPO or its employees due to any act or deed of PMC or due to an accident, the PMC shall arrange to pay compensation to ITPO/ its employees or their successors/ legal heirs as per existing laws and practices. Any claims towards insurance shall be settled by the PMC, without recourse to ITPO.

10.4 The PMC shall also indemnify ITPO in respect of any claim/ penalty/ loss or damages including costs thereof in respect of any breach or violation of any of the provisions of any law including applicable labour laws.

10.5 The PMC shall indemnify ITPO against any Third-Party Claims arising out of or in connection with the performance of services, as per the provisions of the RFP.

10.6 The PMC shall also indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions, losses, damages, expenses, costs, 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, its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract.

10.7 In the event the PMC fails to pay ITPO against any losses suffered by it or claims raised by it, ITPO shall be entitled to adjust such amounts from the Security Deposit/ bills payable by it to PMC.

## **11. CONFIDENTIALITY**

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

## 12. MODE OF PAYMENT

12.1 The PMC shall submit interim / running account bills along with the measurements to ITPO as per the Schedule of Payments (given below) for release of payments. ITPO will verify the bills so raised and review the measurements. The PMC shall provide technical and other support to ITPO as may be required for verifying the measurements and bills. All interim/ running account bills shall be treated as payments by way of advances against final payment and shall not preclude the requiring of bad, unsound and imperfect or unskilled works/ Services to be rejected, removed, taken away and reconstructed or re-erected.

12.2 The PMC shall submit the final bill to ITPO, for release of payment, within one month of the physical handing over of the Site (in its original condition) the Expo Authorities and obtain No Objection Certificate from them.

## 13. SCHEDULE OF PAYMENT

Payments to the PMC shall be made in accordance with the following schedule:

Sr. No.	Milestone	Payment in percentage (%) (in INR)
(1)	Approval of Concept Design	5
(2)	Submission of Bid documents for building work	5
(3)	Submission of Bid document of hiring of EMA	5
(4)	Approval of Detail Architectural Drawings and structural drawings	15
(5)	Finalizing of Construction Agency	5
(6)	Start of construction of building work / structure of Pavilion	5
(7)	Approval of detail MEP Drawings and interior Design	10
(8)	Finalisation of EMA	5
(9)	Completion of Structural Works	10

(10)	Completion of internal conversion and finishing work including interiors, installation of exhibits, decoration, furniture, AV units, CCTV, PA system etc. complete for operation	10
(11)	Finalization and handing over the completed Pavilion in all respects to ITPO including the implementation of observation of Expo Authorities, if any	10
(12)	Pavilion to be taken over by the agency for demolition	5
(13)	Demolition of Pavilion & Restoration and vacation of site	10

Running account payment shall be made by ITPO within 20 working days after submission of the bills/requisite documents by the Consultant.

## ANNEXURE I: FORMAT OF INTEGRITY PACT

(To be submitted by the Applicant/Bidder as a part of Financial Proposal documents and also to be signed by the selected applicant/bidder within the Business Incubation Period after issuance of LOIA by ITPO)

The Pact made this \_\_\_\_\_ day of \_\_\_\_\_ between India Trade Promotion Organisation, India Trade Promotion Organisation (ITPO), the premier trade promotion agency of the Government of India, under the Ministry of Commerce and Industry and having its Corporate Office at Pragati Bhawan, Pragati Maidan, New Delhi, hereinafter called ITPO (which term shall unless excluded by or its repugnant to the context, be deemed to include its Chairman, Executive Director, Directors, Officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assign(s) of the one part.

### AND

\_\_\_\_\_ represented by \_\_\_\_\_ of the other part, hereinafter called the "Bidder/Contractor" (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/Contractor).

**WHEREAS** ITPO intends to award, under laid down organizational procedures, Tender / contract for \_\_\_\_\_ ITPO, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidder/Contractors.

**WHEREAS** ITPO is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals.

**AND WHEREAS** the Bidder is submitting a Tender to ITPO for \_\_\_\_\_ in response to the Contract Document dated \_\_\_\_\_. Contractor is signing the contract for execution of \_\_\_\_\_.

NOW, therefore, this indenture witnesseth herewith:

### SECTION 1: Commitment of ITPO

1.1 That ITPO commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- i. *No employee of ITPO, personally or through family members, will in connection with the Tender for, or the execution of a contract, demand, take a promise for or*

*accept for him/her or third person, any material or immaterial benefit, which he/she is not legally entitled to.*

- ii. *ITPO will, during the Tender process treat all Bidders with equity and reason. ITPO will in particular, before and during the Tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the Tender process or the contract execution.*
- iii. *ITPO will take all measures to exclude all known prejudiced persons from the Tender process.*

1.2 That if ITPO receives information on the conduct of any of its employee which is a criminal offence under the relevant anti-corruption laws of India, or if there be a substantive suspicion in this regard, ITPO will inform its Vigilance Department to initiate appropriate action.

## **SECTION 2: Commitments of the Bidder / Contractor**

2.1 That the Bidder / Contractor commit itself to take all measures necessary to prevent corruption. Further he commits himself to observe the following principles during his participation in the Tender process and during the contract execution:

- i. *The Bidder/ Contractor has not offered, promised or given and will not, directly or through any other person or firm, offer, promise or give to any of ITPO's employees involved in the Tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.*
- ii. *The Bidder/Contractor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.*
- iii. *The Bidder/ Contractor has not committed and will not commit any offence under the relevant Anti-Corruption Laws of India. Further the Bidder / Contractor will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by ITPO as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.*
- iv. *The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.*



- v. *The Bidder(s)/Contractor(s) will not submit a frivolous / false/ bogus complaint with mala fide intention.*

2.2 That the Applicant/Bidder will not instigate any person to commit offences mentioned in Clause 2.1 above or be an accessory to such offences.

### **SECTION 3: Disqualification from Tender process and exclusion from future contracts**

2.1 That if the Bidder(s)/Contractor, during Tender process or before the award of the contract or during execution of the contract / work has committed a transgression in violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder(s)/Contractor(s) into question, ITPO is entitled to disqualify him from the Tender process or to terminate the contract for such reason.

2.2 That if the Bidder/Contractor against whom any action in terms of Section 3.1 above has already been taken in any other Tender / contract process, again commits a transgression in violation of section 2 such as to put his reliability or credibility into question, ITPO is entitled also to debar the Bidder/Contractor from future Tender/contract processes. The imposition and duration of the debarment will be determined by the severity of the transgression. The severity will be determined taking into consideration the circumstances of the case, in particular the number of transgressions, the position of the transgressor within the company hierarchy of the Bidder and the amount of the damage. The debarment will be imposed for a period minimum of six months and maximum of five years.

2.3 That the Bidder/Contractor accepts and undertakes to respect and uphold ITPO's absolute right to resort to and impose such debarment and further accepts and undertakes not to challenge or question such debarment on any ground.

2.4 That if the Bidder/Contractor applies to ITPO for premature revocation of the debarment and proves to the satisfaction of ITPO that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, ITPO may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents / evidence adduced by the Bidder / Contractor for first time default.

2.5 That a transgression is considered to have occurred if ITPO is fully satisfied with the available documents and evidence submitted.

### **SECTION 4: Previous Transgression**

3.1 That the Bidder/Contractor declares that no previous transgression occurred in the last five years with any other company in any country or with any other Public Sector Enterprise in India that led to debarment / disqualification and could justify his exclusion from the Tender process.

3.2 That if the Bidder/Contractor makes incorrect statement on the subject, he can be disqualified from the Tender process or the contract, if already awarded can be terminated for such reason and he may be considered for debarment for future Tender / contract processes.

#### **SECTION 5: Compensation for damages**

5.1 That if ITPO has disqualified / debarred the Bidder from the Tender process prior to the award under section 3 or 4, ITPO is entitled to forfeit the Earnest Money Deposit.

5.2 That if ITPO has terminated the contract under section 3 or 4, or if ITPO is entitled to terminate the contract under section 3 or 4, ITPO shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.

5.3 That the Bidder/Contractor agrees and undertakes to pay the said amount without protest or demure subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of ITPO that the disqualification / debarment of the bidder from the Tender process or the termination of the contract after award of the contract has caused no damage to ITPO.

#### **SECTION 6: Equal treatment of all Bidders/Contractors/Sub-contractors/ Associates**

6.1 That the Bidder/Contractor undertakes to get this Pact signed by the sub-contractor(s) and associate(s) whose value of the work contribution exceeds Rs. 5 (five) crores, and to submit the same to ITPO along-with the Tender document / contract before contract signing.

6.2 The sub-contractor(s)/associate(s) engaged by the Contractor, with the approval of ITPO after signing of the contract, and whose value of the work contribution exceeds Rs. 5 (five) crores will be required to sign this Pact by the Contractor, and the same will be submitted to ITPO before doing / performing any act/function by such sub-contractor(s)/associate(s) in relation to the contract / work.

6.3 That ITPO will disqualify from the Tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 6.1 or 6.2 above.

6.4 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 6.1 or 6.2 above. ITPO will terminate the contract and initiate appropriate action against such Contractor(s).

**SECTION 7: Allegations against bidder/contractors/sub-contractors/associates.**

That if ITPO receives any information of conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor which constitutes corruption, or if ITPO has substantive suspicion in this regard, ITPO will inform the Vigilance Department for appropriate action.

**SECTION 8: Miscellaneous provisions**

8.1 That this Pact is subject to Indian Laws, Place of performance and jurisdiction is the Corporate Headquarter / the Regional Headquarter / offices of ITPO, as applicable.

8.2 That the charges and supplements as well as termination notices need to be made in writing.

8.3 That if the Contractor / Bidder is a partnership or a Consortium, this Pact must at the submission of the technical proposal must be signed by all the partners and Consortium members, or their authorized representatives.

8.4 That should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case the parties will strive to come to an Agreement to their original intentions.

**For ITPO**

**For the Bidder/Contractor**

\_\_\_\_\_

\_\_\_\_\_

Place \_\_\_\_\_ Witness 1: \_\_\_\_\_

Date \_\_\_\_\_ Witness 2: \_\_\_\_\_

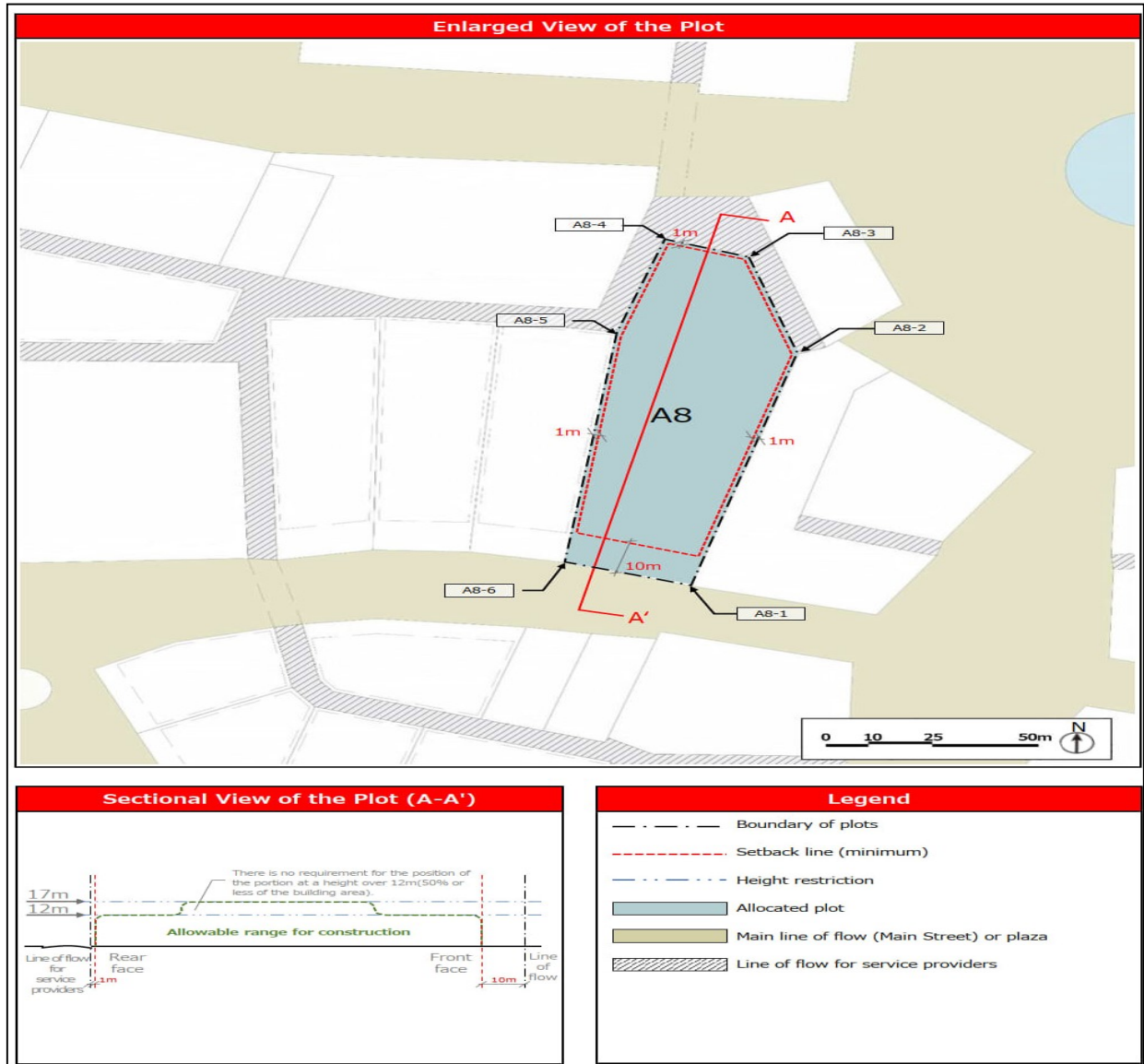
## ANNEXURE II: BILL OF QUANTITY (BOQ)

### Comprehensive Project Management Services for Construction of Proposed India Pavilion at World Expo 2025 at Osaka, Japan on EPC basis

Sr. No.	Description of Scope	Amount (Excl. GST)	Remarks
1.	<p><b><u>Comprehensive Consultancy services</u></b></p> <p>From concept to commissioning including Planning, Designing &amp; Architect Services, Pre-engineering design for Civil, Electrical, Plumbing, HVAC, Fire Fighting, Fire Detection, PA System, Lifts, Rainwater Harvesting work, External Development work, Horticulture &amp; Landscaping, IT enabled services, Internal &amp; External services, Audio Visuals etc., obtaining approvals from Local &amp; Statutory bodies and other works as defined in GCC. The scope of work includes preparation of Master Plan and working out various options (Layout Plan, Elevation, 3D, Floor Plans, Conceptual Scheme of Services). The scope also includes co-ordination, Tendering document preparation as per FIDIC Conditions/Format and any other work as required for smooth implementation of the project as one job</p> <p><b>Exhibition Works</b></p> <p>All interior works related to thematic displays, audio visual display, state pavilion displays including construction of India Pavilion and other PMC related works upto dismantling of India Pavilion etc.</p>		

### ANNEXURE III: SITE PLAN OF INDIA PAVILION

Pursuant to the Article 2 of this Contract, the Organizer shall provide 4,000 square meters of building lot for construction of a pavilion to the Participant. The General Expo 2025 Site Plan indicating the specific location of the building lot for the Pavilion of India in the Expo Park is as follows:



## Plot sheet – A8 (1/2)

General Information	
Intended Use of Pavilion	Pavilions for participating countries
Type of Pavilion	Type A (self-built) pavilion
Plot Number	A8
Plot Area	3,513.39m <sup>2</sup>
Building Coverage	70%
Maximum Area for Building	2,459m <sup>2</sup>
Maximum Building Height	12m (17m for 50% or less of the building area)
Number of Floors	No restriction



Utilities(Maximum Capacity)	
Supply of Service Water	60m <sup>3</sup> /day
Supply of Electricity	492kW (6,600V)
Supply of Heat	418kW
Network Traffic	Subject to the contract between a participant and a telecommunications carrier etc.
Supply of Gas	Subject to the contract between a participant and a LPG supplier (supplied using gas cylinders etc.)

Design note
<ol style="list-style-type: none"> <li>1. When designing a pavilion, make sure to refer to the "Design Guidelines for Type A (Self-Built) Pavilions."</li> <li>2. All of the supply capacity, sizes and coordinates are estimated values and subject to change when the Organiser conducts the final survey to confirm. All values are shown in the metric system.</li> <li>3. Heights are GL-based.</li> <li>4. The details of the plot and utilities are subject to slight change due to site planning.</li> <li>5. In designing a pavilion, participants must comply with relevant laws of Japan, prefectural and municipal ordinances of Osaka, and other related regulations.</li> </ol>

Coordinates of the Plot (Japan Plane Rectangular CS VI / JGD2011 based on World Geodetic System)		
No.	X	Y
A8-4	-149626.071	-56609.325
A8-5	-149657.685	-56619.005
A8-6	-149735.480	-56629.959
A8-1	-149743.469	-56603.632
A8-2	-149664.983	-56581.386
A8-3	-149631.951	-56591.834

**ANNEXURE IV: CERTIFICATE OF SOLVENCY FROM A SCHEDULED BANK**

This is to certify that to the best of our knowledge and information that M/s/Sh. ....  
.....  
.....having marginally noted address, ..... Customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs..... Rupees).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature) For the Bank

**NOTE:**

1. Bankers certificates should be on letter head of the Bank, addressed to General Manager (works), ITPO.
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

## ANNEXURE V: LETTER OF UNDERTAKING BY THE BIDDER

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

[Date]\_\_\_\_\_

### **Subject: RFP for Comprehensive Project Management Services for Construction of Proposed India Pavilion at World Expo 2025 at Osaka, Japan**

We *[please insert the full name of the Bidder]* hereby declare and confirm that we have read and understood all the terms and conditions of the RFP including the specific conditions of RFP, the Schedules and the Annexures therein and we hereby confirm the said terms and conditions are acceptable to us.

We declare and confirm that we satisfy, and are compliant with, the Eligibility Criteria as set out in this RFP.

We undertake to execute the Work in the manner and within such period as may be required by ITPO and further undertake to abide by the terms and conditions of the RFP in case we are declared as Selected Bidder.

We declare that there is no pending, active, previous or threatened litigation against us that (i) materially affects our subsistence; or (ii) would prevent us from making the Proposal or executing the Work and fulfilling the terms and conditions of the same in the event that we are the Selected Bidder.

We further declare and confirm that we are aware of the required Approvals and other clearances to be obtained for undertaking our obligations for commencing the work under the Applicable Laws.

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

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

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



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

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

Upon being selected, we undertake to (a) fulfill the conditions specified in the RFP; (b) furnish the Performance Bank Guarantee; (c) such other undertakings as are prescribed to be issued under and in accordance with the provisions of the RFP, (d) ensure compliance with our obligations as per the terms and conditions of the RFP and be liable and responsible for such compliance.

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

[Name of the Bidder]

Address :

Tel no (Office):

**Authorized Signatory**

Name and Designation:

## ANNEXURE-VI: BID SECURITY SUBMISSION FORM

[On the letter head of the Bidder]

\_\_\_\_\_  
\_\_\_\_\_  
We [please insert the name of the Bidder], hereby enclose our Bid Security for a sum of **Rs.50,00,000/- (Rupees Fifty Lakh Only)** vide a RTGS/NEFT/demand draft dated \_\_\_\_\_ bearing no. \_\_\_\_\_ drawn upon \_\_\_\_\_ payable in favour of "ITPO, New Delhi" along with our Proposal.

We state that we have read and understood the terms and conditions set out under the RFP and understand that the Bid Security furnished by us may be refunded without any interest thereon in case we are not selected for the award of work.

We further acknowledge and agree that the Bid Security furnished by us is liable to be forfeited if:

- a. We, without ITPO's prior written consent, withdraw our Proposal during the Proposal Validity Period; or
- b. If prior to the execution of the Service Agreement, it is found that any of the declaration made by us is/are wrong, incorrect or misleading.

In case the Bid Security is to be returned to us, you are requested to kindly forward the same to us at the following address:

Kind Attn: Mr./Ms. [Please insert the name of the concerned person] Address:[Please insert the complete address]

Authorised Signatory of the Bidder  
Name:  
Designation:

## ANNEXURE-VII: CLIENT INFORMATION FORM

Customer Category	:	
<i>(For internal use only)</i>		
<b>Client INFORMATION FORM</b>		
<b>Client CREDENTIALS</b>		
NAME OF THE PARTY	:	
CONTACT PERSON	:	
MAILING ADDRESS	:	
<i>(PIN No. Mandatory)</i>		
BILLING ADDRESS	:	
<i>(PIN No. Mandatory)</i>		
CONTACT NO.	:	
CONTACT NO.	:	
Landline		
Mobile		
FAX NO.	:	
E-MAIL	:	
E-MAIL 1	:	
PAN	:	
<i>(Enclose Copy of PAN Card)</i>		
TAN No.	:	
PAN No.	:	
DIN No.	:	
CIN No.	:	
GST No.	:	
Registration certificate of E.P.F.O. &	:	

**ANNEXURE-VIII: DESIGN GUIDELINES FOR TYPE A (SELF-BUILT) PAVILIONS**

(Separately Attached)

**AGREEMENT**

**FOR**

**Comprehensive Project Management Services for  
Construction of Proposed India Pavilion at**

**World Expo 2025 at Osaka, Japan  
(April 13<sup>th</sup>- October 13<sup>th</sup>, 2025)**

**BETWEEN**

**(India Trade Promotion Organisation)**

**AND**

**(M/s \_\_\_\_\_)**

This Agreement (hereinafter referred to as “**Agreement**”) is drawn on \_\_\_\_\_, 2023 at India Trade Promotion Organization.

### **By and Between**

India Trade Promotion Organisation (hereinafter referred to as “**ITPO**” or “**Employer**” which expression shall unless repugnant to the context on meaning thereof be deemed to include its successors and assigns) on the First Part;

### **AND**

M/S ....., a company registered under the [Companies Act 1956/Companies Act 2013/Limited Liability Partnership Act 2008 ] in ..... and having its registered office at No. .... (hereinafter referred to as “**PMC**” or “**Project Management Consultant**” which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) on the Second Part;

The Employer and the Project Management Consultant shall hereinafter be collectively referred to as “**Parties**” and individually as “**Party**”.

### **WHEREAS**

- A. The Employer intends to engage a project management consultancy agency for providing services relating to project management (hereinafter referred to as '**the Services**') for **India Pavilion at World Expo 2025 at Osaka, Japan** (hereinafter referred to as “**the Project**”).
- B. It is agreed by the Parties that the Project Management Consultant will act as the Employer’s representative to do or execute all acts and things, in connection with this Agreement.
- C. The Employer hereby agrees to engage the Project Management Consultant for performing such Services:

Now this Agreement witnesses and it is hereby mutually agreed by and between the Parties as follows:

### **SECTION 1: DEFINITIONS:**

- 1. For the purpose of this Agreement, unless otherwise specified or repugnant to or inconsistent with the subject, content or meaning thereof, the following terms shall be deemed to have the following meaning:

- 1.1 **“Agreement”** shall mean this Agreement including all sections, annexures, and appendices hereto and all documents herein attached and amendments to be made to the “Agreement”, if any, which the Parties may hereafter mutually agreed in writing.
- 1.2 **“Architect”** shall mean *M/s .....*
- 1.3 **“Bid Process”** shall mean the process of submitting Proposals under the RFP.
- 1.4 **“Bid Value”** shall mean the value quoted by the bidder in the BOQ.
- 1.5 **“Construction Agency”** or **“Contractor”** shall mean an agency appointed by the PMC in consultation with ITPO for carrying out all construction related activities in respect of the Indian Pavilion.
- 1.6 **“Date of Acceptance”** shall mean the date on which Employer confirms written acceptance to Project Management Consultant's Services.
- 1.7 **“Estimated Project Cost”** would mean the estimated construction cost as per the detailed project report submitted by the Architect/Project Management Consultant and approved by the Employer.
- 1.8 **“Expo”** or **“Expo 2025”** shall mean the World Expo 2025 to be held between in 13 April 2025 to 13 October 2025 in Yumeshima Island, Osaka Japan.
- 1.9 **“Expo Authorities”** shall mean the relevant/ competent authorities of the Expo.
- 1.10 **“Governmental Authority”** means any department, division or sub-division of the Central Government or the State Government and shall include any commission, board, authority, agency or municipal and other local authority or statutory body, as the case may be, having jurisdiction over all or any part of the performance of all or any of the works or obligations to be undertaken pursuant to this Agreement;
- 1.11 **“India Pavilion”** means the Type A pavilion to be built for ITPO at Site allotted at the Expo and shall include the construction, structures, buildings, interiors, exhibits, façade, display hall(s), utility block, periphery wall/ fence/ landscaping, etc.
- 1.12 **“LOI”** shall mean Letter of Intent issued by the Employer.
- 1.13 **“Performance Guarantee”** shall have the meaning ascribed to it in the Clause 4 of the Section 6 of this Agreement.

- 1.14 **“Proposal”** shall mean an unconditional, valid, final, and binding proposal, comprising of the Financial Proposal, Technical Proposal, EMD and documents as required under this Agreement submitted by the Bidders in response to and on the terms and conditions contained in the RFP.
- 1.15 **“RFP”** shall mean Request for Proposal document issued by the Employer.
- 1.16 **“Security Deposit”** shall mean such amount as mentioned in the Datasheet of the RFP.
- 1.17 **“Services”** shall mean the responsibilities to be discharged by the Project Management Consultant for fulfilling its obligations under this Agreement as defined under Section 4 “Scope of Services” of this Agreement.
- 1.18 **‘Site’** shall mean the plot admeasuring 3513.39 sq.mtrs. (27mtrs X 110 mtrs) allotted to ITPO for in Zone A (Saving Lives), for setting up the India Pavilion at the Expo.

## **SECTION 2: AGREEMENT DOCUMENTS:**

- 2.1 The following documents are in accordance with the generally applicable Indian law and shall be deemed to form and be read and construed as an integral part of the Agreement:
- a) RFP document issued by the Employer (including scope of services) (Annexure–1).
  - b) Project Management Consultant's proposal No.....dated..... (*To be indicated by the Employer*) along with all the submissions and enclosures (Annexure – 2).
  - c) Performance Guarantee at the rate of 5% of Bid Value to be deposited by PMC within 15 days of issue of Letter of Intent (Annexure – 3) (*To be enclosed by the Employer*) (To be submitted by the Project Management Consultant at the time to signing the Agreement).
  - d) LOI issued by the Employer vide letter No.\_\_\_\_\_dated\_2023 (*To be indicated by the Employer*) (Annexure – 5).



2.2 The above documents combined together are enclosed to this AGREEMENT as Annexures. The aforesaid documents shall be taken as complementary and mutually exploratory of one another.

**SECTION 3: EFFECTIVE DATE OF AGREEMENT:**

Notwithstanding the date of its execution, the Agreement shall be deemed to have come into force with effect from \_\_\_\_\_day\_\_\_\_month\_\_\_\_year.

**SECTION 4: SCOPE OF SERVICES:**

The scope of Services to be provided by the Project Management Consultant shall be as per Clause 13 (*Scope of Services*) of the RFP.

**SECTION 5: SCHEDULE OF PAYMENT:**

For the scope of Services to be provided by the Project Management Consultant as identified under Clause 13 of the RFP, the Employer shall pay the fees to the Project Management Consultant as follows:

Sr. No.	Milestone	Payment in percentage (%) (in INR)
(1)	Approval of Concept Design	5
(2)	Submission of Bid documents for building work	5
(3)	Submission of Bid document of hiring of EMA	5
(4)	Approval of Detail Architectural Drawings and structural drawings	15
(5)	Finalizing of Construction Agency	5
(6)	Start of construction of building work / structure of Pavilion	5
(7)	Approval of detail MEP Drawings and interior Design	10
(8)	Finalisation of EMA	5
(9)	Completion of Structural Works	10
(10)	Completion of internal conversion and finishing work including interiors, installation of exhibits, decoration, furniture, AV units, CCTV, PA system etc. complete for operation	10

(11)	Finalization and handing over the completed Pavilion in all respects to ITPO including the implementation of observation of Expo Authorities, if any	10
(12)	Pavilion to be taken over by the agency for demolition	5
(13)	Demolition of Pavilion & Restoration and vacation of site	10

Running account payment shall be made by ITPO within 20 working days after submission of the bills/requisite documents by the Project Management Consultant.

## **SECTION 6 SECURITY DEPOSIT AND PERFORMANCE GUARANTEE**

- 6.1 The Project Management Consultant shall submit Performance Guarantee @ 5% (five percent) of the Bid Value, in addition to other deposits mentioned elsewhere in the contract for his proper performance of the Agreement (notwithstanding and without prejudice to any other provisions in the contract) within 7 days.
- 6.2 This Performance Guarantee shall be in the form of a bank guarantee of any scheduled bank of any scheduled bank or a pay order issued by any scheduled bank. The Performance Guarantee shall be valid till 180 days after the handover of the Site back to the Expo Authorities.
- 6.3 In the event of the Agreement being determined or rescinded under provision of any of the clauses of the Agreement, the Performance Guarantee shall be invoked and Security Deposit shall stand forfeited in full and shall be absolutely at the disposal of the Employer.
- 6.4 The Performance Guarantee may also be invoked in the event there are any dues payable to the Expo Authorities or the Japan Government, which cannot be paid out of the Security Deposit.
- 6.5. **No other payments:** The Project Management Consultant would not be entitled for reimbursement of expenditure towards stationary, transport, incidental expenditures, communications (telephone, internet etc.), site office, equipments, etc. which are part and parcel of administration of the Consultant's services.
- 6.6. No escalation of rates for delay in works shall be admissible.

## **SECTION 7: TAXES AND DUTIES:**

- 7.1 The PMC shall remain liable to ensure compliance with all statutory provisions in respect of applicability and payment of taxes
- 7.2 In the event any royalty, cess or the like becomes payable under Applicable Laws by the Government of India and does not any time becomes payable by the PMC, then in such cases the Government of India may recover the such amounts paid by it from the PMC/ dues payable to the PMC by ITPO.
- 7.3 The PMC shall, within a period of 30 days of issuance of any notification/ introduction of any new law imposing any new tax or levy, etc. give a written notice thereof to ITPO intimating regarding the same and providing all relevant details in relation thereto.

#### **SECTION 8: LIMITATION OF LIABILITY:**

- 8.1 The Project Management Consultant shall carry out the Services in conformity with generally accepted norms and sound standards of engineering. Project Management Consultant shall be responsible for the technical soundness of the Services rendered. In the event of any deficiencies in these Services, the Project Management Consultant's liability shall be limited to promptly redoing such Services. The Employer shall not be required to pay additional compensation to the PMC for such re-done Services.
- 8.2 Project Management Consultant shall, in order to safeguard the interests of the Employer, endeavour to incorporate appropriate provisions in the specifications for purchase of equipment/appointment of contractors to ensure that the equipment suppliers/ contractors provide the necessary guarantees of performance of Services. Project Management Consultant's obligations in this regard shall be limited to providing technical assistance to the Employer in procuring such guarantees.
- 8.3 Notwithstanding any provision in this Agreement to the contrary, the maximum total cumulative liability of the Consultant to the Client under this Agreement for all claims, losses, damages and expenses in any way arising from or related to the performance of this Agreement shall be the costs of re-performing the part of the Services causing of such claims, losses, damages and expenses, or a sum equal to the amount of his fees received under this Agreement, whichever is the lesser.

## **SECTION 9: DOCUMENTS/INFORMATION TO BE PROVIDED:**

The information contained in this Agreement, or any other information provided to the PMC, whether verbally or in writing or in any other form, by or on behalf of India Trade Promotion Organisation (“ITPO”) and its employees or advisors is provided to the PMC on the terms and conditions set out in the Agreement and such other terms and conditions subject to which such information is provided. The information in the Agreement is being provided for the limited purposes of enabling the PMC to whom this Agreement is issued to submit a Proposal and for no other purpose. In no circumstances shall ITPO, or its Chairman and Managing Director (“CMD”), Executive Directors (“ED”), consultants, contractors, officers and/or employees incur any liability arising out of or in respect of the issue of this Agreement, the contents hereof or the Bid Process (defined hereinafter).

## **SECTION 10: FORCE MAJEURE:**

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

## **SECTION 11: ARBITRATION:**

11.1. In the event any dispute or difference arises between the Parties in connection with this Agreement:

- f) The PMC and ITPO shall endeavor to amicably settle such disputes/ differences: -

- iii) The Party raising the dispute (“**Aggrieved Party**”) shall address to the other Party a notice specifying the details of the dispute/ grievance, requesting amicable settlement of the dispute within seven (7) days from the date of receipt of the said notice.
- iv) For such settlement, the dispute will be referred for negotiation between the respective Competent Authorities of the Parties, to be resolved between them in which respect the agreed course of action will be documented within a period of 15 days from the date of conclusion of such negotiation. The Parties shall endeavour to conclude the negotiation within a period of 60 days.
- g) In the event the Parties fail to settle the dispute by negotiation in the manner mentioned above, the dispute may be resolved through arbitration, be submitted a notice of arbitration by either party, within 20 days from the date of last negotiation. The seat of arbitration shall be New Delhi and the arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. Each Party to the dispute shall appoint an arbitrator each and the arbitrators so appointed by the Parties shall jointly appoint the a presiding arbitrator.
- h) The arbitration notice” shall accurately set out the details of the dispute(s) between the Parties, the intention of the Aggrieved Party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this Agreement.
- i) The arbitration proceedings shall be conducted in English language. Subject to the above, the courts at New Delhi alone shall have the jurisdiction in respect of all matters connected with this Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including the fees and expenses of the arbitrators, shall be shared equally between the Parties, unless the award otherwise provides.
- j) The Party shall not be entitled to suspend the works/ Services to be undertaken pursuant to this Agreement or the completion of the assignment, pending resolution of any dispute between the Parties and shall continue to operate in accordance with the provisions of this Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

11.2. The contract shall be governed by and interpreted in accordance with the laws prevalent in Indian.

**SECTION 12: OWNERSHIP OF DOCUMENTS:**

All the drawings, reports and documents reviewed by the Project Management Consultant in the performance of the Agreement shall at all stages be and remain the property of the Employer and while in the custody of Project Management Consultant shall be fully available to Employer and its duly authorized representatives. The PMC shall supply to the ITPO softcopies and five hardcopies of the designs of all services and structural designs and of detailed working drawings, specifications etc. for record purposes.

**SECTION 13: TIME SCHEDULE:**

The work has to be completed as per schedule mentioned below. As per schedule of Expo Authorities, the Pavilion is to be ready in all respect by **April 1<sup>st</sup>, 2025 for opening ceremony on April 13<sup>th</sup>, 2025.**

Sr. No.	Milestone	Timelines D (Date of Award of Work) + Days
(1)	Approval of Concept Design	D+15
(2)	Submission of Bid documents for building work	D+60
(3)	Submission of Bid document of hiring of EMA	D+75
(4)	Approval of Detail Architectural Drawings and structural drawings	D+120
(5)	Finalizing of Construction Agency	D+105
(6)	Start of construction of building work / structure of Pavilion	D+150
(7)	Approval of detail MEP Drawings and interior Design	D+165
(8)	Finalisation of EMA	D+135
(9)	Completion of Structural Works	D+390
(10)	Completion of internal conversion and finishing work including interiors, installation of exhibits, decoration, furniture, AV units, CCTV, PA system etc. complete for operation	D+570
(11)	Finalization and handing over the completed Pavilion in all respects to ITPO including the implementation of observation of Expo Authorities,	30 March 2025

	if any	
(12)	Pavilion to be taken over by the agency for demolition	1 November 2025
(13)	Demolition of Pavilion & Restoration and vacation of site	13 April 2026

Note: The above timeframe are broadly firm, however, some variations as deemed to meet evolving needs / contingencies by ITPO may take place.

**SECTION 14: TERMINATION:**

- 14.1. ITPO, without any prejudice to any of its rights hereunder in respect of any delay or otherwise, and without prejudice to any claims or damage it may be entitled to in respect of any breaches by the PMC and without prejudice to any other rights or remedies available to it under any contract or law, may terminate the Agreement by giving a written notice of one week’s notice to the PMC. In the event of such termination, the PMC shall be liable to refund the excess payments made to it, if any, over and above what is due in terms of this Agreement on the date of termination. In such case, ITPO shall remain entitled to use all or any of the drawings prepared by the PMC.
- 14.2. The PMC shall undertake the Services with due diligence so as to ensure adherence to all timelines. If, during the currency of the project, ITPO or any of its authorized representatives find any slackness, deviation, or non-adherence to terms on the part of the PMC and come to the conclusion that the PMC will not be able to complete the Services by the agreed date, ITPO or its authorized representatives may, without prejudice the rights or remedies available to them:
- iv) Determine or rescind the Agreement as aforesaid (of which termination or rescission notice in writing to the PMC under the hand of the authorized representative shall be conclusive evidence). Upon such determination or rescission, the Performance Guarantee shall be invoked and the Security Deposit shall be forfeited. If any portion of the Security Deposit has not been paid or received, the same would be called for, become due and payable to ITPO, and forfeited.
  - v) Engage/ assign to another project management consultant the whole or the outstanding Services, in which case any expenses which may be incurred in excess of the sum paid/ payable to the PMC (determined by ITPO, which shall be treated as conclusive evidence of the same), had the Services been executed by them shall be borne by and paid by the PMCTo ITPO/ any other party as may be indicated by ITPO and may be deducted from any money due

and payable to him by ITPO or may be deducted/ recovered by invoicing the Performance Guarantee and/ or Security Deposit.].

- vi) In the event of any one or more of the above courses being adopted by ITPO, the PMC shall have no claim to compensation for any loss sustained by it in respect of or in connection with the Agreement. In the event any action is taken under any of the provisions as aforesaid, the PMC shall not be entitled to any sums or amounts for any Services actually performed under the Agreement unless and until ITPO has certified, in writing, the performance of such Services and the value payable in respect thereof.

## **SECTION 15: INDEMINITY:**

- 15.1. The PMC shall indemnify ITPO against all legally enforceable claims, damages, losses or penalty including costs thereof in case a liability arises out of any accident/ incident involving manpower deployed by the PMC/Agencies in connection with the performance of services.
- 15.2. In case of injury to or loss suffered by ITPO or its employees due to any act or deed of PMC or due to an accident, the PMC shall arrange to pay compensation to ITPO/ its employees or their successors/ legal heirs as per existing laws and practices Any claims towards insurance shall be settled by the PMC, without recourse to ITPO.
- 15.3. The PMC shall also indemnify ITPO in respect of any claim/ penalty/ loss or damages including costs thereof in respect of any breach or violation of any of the provisions of any law including applicable labour laws.
- 15.4. The PMC shall indemnify ITPO against any Third-Party Claims arising out of or in connection with the performance of services, as per the provisions of the RFP.
- 15.5. The PMC shall also indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions, losses, damages, expenses, costs, 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, its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract.



15.6. In the event the PMC fails to pay ITPO against any losses suffered by it or claims raised by it, ITPO shall be entitled to adjust such amounts from the Security Deposit/ bills payable by it to PMC.

**SECTION 16: LANGAUGE AND MEASUREMENT:**

16.1. This Agreement has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement.

16.2. The English language will be used in all written communications, data drawings and documents exchanged between the Employer and Project Management Consultant with respect to the services to be performed. All reports, drawings, documents and other technical information procured or prepared by PMC shall employ metric units of measurements. Gregorian calendar will be followed for the execution of the Agreement.

**SECTION 17: ADDITIONAL SERVICES:**

Project Management Consultant shall make available on the Employer's request such services as may be mutually agreed between the Employer and Project Management Consultant in addition to those described in this Agreement. The terms and conditions for such additional services shall be mutually agreed upon between the Employer and the Project Management Consultant.

**SECTION 18: MODIFICATIONS TO AGREEMENT:**

Should circumstances arise which call for modifications of the Agreement, these may be made by mutual consent given in writing. Proposal in this respect from one Party shall be given due consideration by the other Party.

**SECTION 19: VALIDITY OF AGREEMENT:**

This Agreement shall without prejudice to the provision of Clause 14 (Termination) and Clause 10 (Force Majeure) remains in force beyond six months from the date of successful handing over of the vacant land to the Expo Authorities.

**SECTION 20: APPROVALS:**

Any approvals to be obtained by either party from the other under this Agreement shall not be unreasonably denied or withheld.

## **SECTION 21: CO-OPERATION BETWEEN PARTIES:**

- 21.1 The Employer shall nominate an officer to represent it for the purpose of this Agreement and the name, designation and address of the officer so nominated shall be intimated to Project Management Consultant. Similarly, Project Management Consultant shall nominate and intimate in writing particulars of an officer to represent it.
- 21.2 The officer nominated by the Employer and by Project Management Consultant shall be fully authorized to give and receive instructions and decisions which shall be deemed to have been given by the Employer and Project Management Consultant respectively who shall be bound by such decisions and instructions given/received by their nominated officers. It is, however, understood and agreed to by and between the parties hereto that the parties shall work in close co-operation with each other at all times in order to ensure timely completion of the project.

## **SECTION 22: ENTIRE AGREEMENT:**

- 22.1 This Agreement constitutes the entire Agreement by and between the Parties. Each party to this Agreement by its execution acknowledges that the parties jointly prepared this Agreement hereto. There are no understandings, agreements or representations not specified in this Agreement.
- 22.2 All previous agreements and communications relative hereto is superseded unless otherwise incorporated hereto.

## **SECTION 23: CONFIDENTIALITY:**

- 23.1 PMC 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. PMC 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 Agreement. ITPO shall take necessary legal and other remedial actions for infringement of this clause.

## **SECTION 24: REPRESENTATIONS, WARRANTIES AND DISCLAIMERS:**

The Project Management Consultant represents and warrants to the Employer that:

- (A) It has full power and authority to execute, deliver and perform its obligations

under this Agreement and to carry out the transactions contemplated hereby.

- (B) This Agreement constitutes its legal valid and binding obligation enforceable against it in accordance with the terms hereof.
- (C) It is subject to Laws of India with respect to this Agreement and it is hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof.
- (D) There are no actions, suits, proceedings or investigations pending or to the Project Management Consultants knowledge, threatened against it at law or in equity before any court or other judicial, quasi-judicial or other authority the outcome of which may result in the breach of or constitutes a default of the Project Management Consultant under this Agreement or materially affect the discharge by the Project Management Consultant or its obligations under the Agreement.
- (E) No representation or warranty by the Project Management Consultant contained herein or any other document furnished by the Employer contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make representation or warranty and misleading.

**SECTION 25: WAIVERS:**

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the Employer to declare a default or failure to perform or to take any other action on account of the violation of such condition if such violation be continued or repeated.

**SECTION 26: SEVERABILITY:**

If for any reason any provision of the Agreement is, or becomes invalid, illegal or unenforceable or is declared by any Court of competent jurisdiction or any other instrumentation to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearby as possible. Failure to agree upon such provisions shall not be subject to dispute resolution under the Agreement or otherwise.

**SECTION 27: SURVIVAL:**

The termination of this Agreement shall not

**(A)** Relieve the Project Management Consultant or the Employer of any obligations hereunder which expressly or by implication survive Termination hereof.

**(B)** Except as otherwise provided in any provision of the Agreement expressly limiting the liability of either party shall not relieve either party of any obligations or liabilities for loss or damage to the other party arising out of or caused by acts of omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

**SECTION 28: NOTICES:**

All notices to be given by either Party to the other in connection with rights and obligations of both Parties under or pertaining to this Agreement shall be sent by post, e-mail only.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written

For India Trade Promotion Organisation

For M/S (Name of the Project Management Consultant)

(Signature)

(Signature)

Name:

Name:

Designation:

Designation:

Witness:

Witness:

**1.**

**1.**

(Signature)

(Signature)

Name:

Name:

Designation:

Designation:

2.

(Signature)

Name:

Designation:

2.

(Signature)

Name:

Design