

ANNEXURE-2

PARTICULAR CONDITIONS OF CONTRACT

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



CLIENT

INDIA TRADE PROMOTION
ORGANISATION



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Instruction to Tenderers/Bidders:

1	Construction of India Pavilion for the World Expo 2025 to be held in Osaka, Japan on detailed design, engineering, procurement and construction basis together with services for interior design and decoration, operations and comprehensive maintenance during the Expo and subsequent decommissioning of the India Pavilion.
2	<p>The Earnest Money Deposit (EMD) shall be payable as accordance with the terms the NIT. Regardless of any condition(s), recourse or reservations.</p> <p>(a) The Tender submitted will be deemed non-responsive by ITPO and shall not be considered in the event the EMD is not deposited or proof of same is not enclosed along with the Technical Bid.</p> <p>(b) No interest shall be paid by ITPO on the EMD.</p> <p>(c) The EMD may be subject to forfeited:</p> <ol style="list-style-type: none"> 1. if the bidder withdraws the Tender after the Tender process and during the validity of Tender. 2. Any unilateral revision in the offer made by the Tenderer/Bidder during the validity of the offer. 3. Non-acceptance of Letter of Intent (LOI) / Letter of Award (LOA), if and when issued. 4. If the Bidder fails to furnish the required performance Guarantee. 5. If the Bidder fails to commence the work within the stipulated period, prescribed in the contract. <p>(d) There is no exemption in EMD and Tender fee submission.</p>
3	<p>Tender Fee shall be payable as mentioned in the NIT in the manner as stated below:</p> <ol style="list-style-type: none"> a. In the form of Demand Draft b. Through Bank Transfer in account as mentioned in the NIT c. Pay Order or Banker's Cheque of any Scheduled Bank <p>Proof of Tender Fee payment shall be enclosed with the technical bid.</p>

4	<p>ACCEPTANCE OF TENDER</p> <p>a. ITPO reserves the right to reject any or all the Tenders either in part or in full without assigning any reason whatsoever. ITPO does not bind itself to accept the lowest Tender. Furthermore, the ITPO reserves the right to award the work to a single party or split the work amongst two or more parties as deemed necessary without assigning any justification thereof. Post-split-up of work, the Contractor is obligated to accept the part work as offered by ITPO at the quoted/negotiated rates.</p> <p>b. The acceptance of the Tender shall be at the discretion of ITPO, which the right to decline the lowest tender and reject any or all tenders received without providing any reason thereof. Tenders failing to meet any prescribed conditions or found incomplete in any aspect may be subject to rejection.</p> <p>c. On acceptance of the Tender, Contractor shall communicate the name(s) of the accredited representative's responsible for receiving instructions from the Engineer-in-Charge/ITPO Representative or their authorized representative within 07 days from the date of issuance of the date of Letter of Award by ITPO.</p>
5	<p>The Tenders shall strictly adhere to the conditions of the Contract. Tenders with any additional condition(s)/modifications shall be subject to rejection.</p>
6	<p>The witnesses to the Contract Agreement shall be individuals other than Bidders participating in the Tender. They must provide their full name, address, and status/occupation along with dated signatures.</p>
7	<p>The Bidder is prohibited from submitting tenders for works if their near relative is stationed in the project office or relevant Zonal Office of the ITPO. The Contractor shall also provide details such as the names of persons who are working with the Contractor in any capacity or are subsequently employed by Contractor and who are near relatives to any of the officers in ITPO. Any breach of this condition by the Bidder will result in the withdrawal of the awarded work and forfeiture of EMD and security deposit. This may also result in the Contractor being disqualified from participating in the future ITPO tendering processes.</p> <p>For the purpose of operation of this clause, a near relative shall mean and include wife, husband, parents, grandparents, children, grandchildren, brothers, sisters, uncles, aunts, cousins, and their corresponding in-laws.</p>
8	<p>The time of completion of the entire work, as contained in the Contract shall be as per "Schedule of Fiscal Aspects", which shall be reckoned based on the period indicated elsewhere in the document after the issuance of the Letter of Award by the ITPO.</p>
9	<p>Solicitation whether directly or indirectly, in connection with Bidders is strictly prohibited. The Tenders submitted by the Contractors engaging in canvassing will be subject to rejection.</p>

10	<p>The Tender award, execution, and completion of work shall be governed by the tender documents comprising of (but not limited to) a Letter of Award, DBR, Particular Conditions of Contract, General Conditions of Construction Contract - Japan, Technical Specifications, Tender Drawings. The Bidders shall be deemed to have reviewed various conditions including sub-soil water conditions, topography of the land, drainage and accessibility, construction guidelines by the Expo Authorities, etc., or any other condition which in the opinion of the Contractor will affect his price/rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained.</p>
11	<p>The drawings included with the tender documents are Tender Drawings and are provided for reference purpose only.</p>
12	<p>ADDENDA/ CORRIGENDA Addenda/Corrigenda to the tender documents may be issued prior to the tender submission deadline to provide clarifications or effect modification in specifications and/or Contract terms contained within tender documents. The Bidder is required to carefully consider such Addenda/Corrigenda while preparing and submitting their tender. Upon receipt of Addenda/Corrigenda, the Bidder must acknowledge its receipt and acceptance by signing and stamping each page, and include it with their tender submission.</p>
13	<p>SITE VISIT AND COLLECTING LOCAL INFORMATION Prior to submitting bids, Bidders are advised to conduct on-site visits, and assess the local conditions, including but not limited working conditions, constraints at site, approach roads to the site, availability of water & power supply, application of taxes, duties and levies as applicable & any other relevant information required by them to execute complete scope of work. The Bidders is responsible for obtaining all necessary information as to risks, weather conditions, contingencies & other circumstances (insurgencies etc.) which may impact or their tender prices. Bidder shall be deemed to have considered site conditions regardless of fact that whether it was inspected by him or not and have satisfied himself in all respect before quoting his rates. No claim or additional charges whatsoever in this regard shall be entertained / payable by the ITPO at a later date.</p>

14	<p>HANDING OVER & CLEARING OF SITE</p> <p>14.1). The Contractor is required to arrange the resources to complete the entire Project within total stipulated time. Traffic diversion, if required, is to be done and maintained as per requirement of local traffic police or/and as per specification, by the Contractor at his own cost and the Contractor shall not be entitled for any extra payments, whatsoever, in this regard.</p> <p>14.2). Old structures on the proposed Site, if required, shall be demolished by the Contractor at his own cost unless and otherwise mentioned in the tender document. The material obtained from demolition of structures shall be deemed the property of the Owner/Employer/ITPO and these materials shall be stacked in a workmanlike manner at the location specified by the Engineer-in-charge.</p> <p>14.3). The information about the public utilities (whether overground or underground) like electrical/ telephone/ water supply lines, OFC Cables, open drains etc. shall be the responsibility of the Contractor. Furthermore, the Contractor shall also ascertain the utilities that are to be affected by the works through the site investigation.</p> <p>14.4). The Contractor shall be responsible for obtaining necessary approval from the respective authorities for shifting/ re-alignment of existing public utilities. ITPO shall only assist the Contractor only to the extent of liaisoning in obtaining approval from the concerned authorities.</p> <p>14.5). The Contractor shall be responsible for temporarily supporting any services affected by the works and must undertake all necessary measures, as reasonably required by relevant authorities, to protect their services and property during the course of the works. These responsibilities shall be considered integral to the contract, and no additional payment shall be made to the Contractor for these actions.</p>
15	<p>SCOPE OF WORK</p> <p>15.1). The scope of work covered in this tender shall be as per the DBR, specifications, drawings, instructions, orders issued to the Contractor from time to time during the course of work. The drawings referenced for this work in the tendering process serve as a general representation of the work encompassed within the scope of this contract. These drawings are not final and may not encompass the entirety of the work scope. The execution of the work shall adhere to the drawings released as 'GOOD FOR CONSTRUCTION' to the Contractor following approval by the relevant authorities, Owner/Employer's Representative, and Owner/Employer's Consultant.</p> <p>15.2). The Detailed Technical Specifications is given in the Design Basis Report & Technical Specifications. The Contractor shall be bound to carry out and complete the stipulated work as per the requirement of the Satisfactory Project Completion and as per the instructions of the Owner/Employer's Representative time to time.</p>

16	APPROVAL OF TEMPORARY / ENABLING WORKS The establishment and arrangement of all offices, huts, access road to the work areas and other temporary works as may be necessary for the proper execution of the works must receive approval of the Owner/Employer's Representative/Owner/Employer/Engineer-in-Charge. The Contractor shall be responsible for procuring all the equipment's, labour, material including cement, reinforcement and the structural steel required for the enabling/temporary works associated with the entire Contract. No additional compensation shall be provided to the Contractor for such arrangements.
17	SIGNING OF THE AGREEMENT The selected Bidder must execute the Agreement within 21 days from the date of issue of LOA or prior to the release of first stage payment.

CONTRACT AGREEMENT

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

Between

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

And

.....of

.....

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

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

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

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

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

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

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

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

For the Contractor

For the Owner/Employer

Name: _____

Name: _____

Signature: _____

Signature: _____

Seal: _____

Seal: _____

Date: _____

Date: _____

Witness to Signature of Contractor

Witness to Signature of Owner/Employer

Name:

Name:

Signature:

Signature:

Seal:

Seal:

Date:

Date:

PARTICULAR CONDITIONS

1. General Provisions		
	Definitions	
1.1	Works and Goods	All other services, duties and obligations to be executed by the Contractor under the Contract"
1.2	Other Definitions	The Site is as shown on the drawings.
1.3	Communications	The Contractor shall maintain an office and a registered address in Osaka during the period of the Contract. Any notice to be provided to the Contractor pursuant to the terms of the Contract shall be deemed validly served if sent by post, email or delivered to the aforementioned registered address in Osaka Japan.
1.4	Priority of Documents	<p>The documents constituting the Contract are to be construed as mutually explanatory of one another. For the interpretation purposes, the priority of the documents shall adhere to the following sequence:</p> <ul style="list-style-type: none"> a) Contract Agreement b) Notice Inviting Tender c) Particular Conditions of Contract (Annexure-2) d) Addendum/Corrigendum, if any e) Pre-bid clarifications if any f) General Conditions of Construction Contract – Japan(Annexure-1) g) Design Basis Report (Annexure-3) h) Drawings (Annexure -5) i) Payment Schedule (Annexure-6) j) Technical Specifications & List of approved makes of materials (Annexure-4) <p>In the event of any ambiguity or discrepancy found within the documents, the ITPO reserves the authority to issue any necessary clarifications or instructions which shall be deemed final.</p>
1.5	Contract Agreement	The contract shall come into full force and effect on the dates stated in the contract agreement. The costs of stamp duty and similar charges, if any, imposed by law in connection with entry into the contract agreement shall be borne by the Contractor.
1.6	Supply of Documents	Four copies of the Contract Agreement, including other documents and Four copies of each subsequent Drawing.

2. The Owner/Employer		
2.1	Right of Access to the Site	<p>The Contractor is hereby notified that they shall not possess exclusive rights and possession to the Site and that the Works outlined in the Contract constitute only a portion of the project. The Owner/Employer reserves the right to engage other contractors to undertake any special or additional works not included in this Contract, concurrently with the execution of this Contract. The Contractor shall therefore allow the right of access to and possession of the Site or any other part of the Project which have been completed in whole or in part by the Contractor to other contractors to enable them to properly execute their respective works.</p>
3. The Contractor		
3.1	Contractor's General Obligations	<p>Whenever the Contractor is obligated to provide proposals, details, drawings, calculations, information, literature, materials, test report and certificates to the Owner/Employer Representative, the Owner/Employer Representative shall thoroughly review each submission. If deemed necessary, the Employee Representative shall respond to the Contractor in accordance with relevant provisions of the Contract. Unless a specific timeline is explicitly defined in the Contract, each submission shall be furnished by the dates mutually upon with the Owner/Employer Representative. Such agreement shall take into consideration the latest project schedule, progress of works and the reasonable time required by the Owner/Employer Representative to assess each submission.</p> <p>Documents submitted, other than drawings and manufacturer's literature shall be A4 in size. All documents shall be in English and any abbreviations and technical information shall be in units conforming to the Systeme International d'Unites (S.I.) or as applicable in Japan.</p> <p>All drawings shall be in a format and scale as agreed between the Owner/Employer Representative and the Contractor. Furthermore, the notes provided or prepared shall be in English language. All dimensions shall be in meters or millimeters and all weights shall be in metric units.</p>

		<p>All drawings prepared pursuant to the Contract shall prominently display the title of the Contract at the bottom of the. Each drawing shall include appropriate scales, clearly depicted, and shall be dated. All amendments or revisions made to such drawings shall be noted directly on the drawing itself along with the corresponding date of revision.</p> <p>The approval of the Owner/Employer Representative /Owner/Employer's Personnel of any submission shall not relieve the Contractor from his responsibilities under the Contract.</p> <p>The following general requirements shall apply on the Contractor:</p> <p>(i) Materials or Owner/Employer's equipment available on the site or made available or supplied by the Owner/Employer shall be utilized solely for the purpose of execution Works.</p> <p>(ii) The Contractor shall take proper measures to avoid or minimize the emission of pollutants and shall ensure that there is no disturbance to the lands, roads, and other places on and around the Site.</p> <p>(iii) The Contractor shall check all the documents received under the Contract and shall accordingly notify the Owner/Employer Representative of any errors, omissions or contradictions, if any within 7 days from the date of receipt of documents and prior to initiation of the concerned Works.</p> <p>The Contractor shall get the engineering design vetted from accredited Japanese institutions competent to carry out the same. Thereafter the same shall be submitted to PDMA / ADMINISTRATIVE ARCHITECT. After incorporating the suggestions, the GFC drawings shall be issued and the work shall be carried out accordingly.</p> <p>The Contractor shall in accordance with the Form of Indemnity by Contractor Undertaking Design Responsibility' indemnify and hold harmless the Owner/Employer, his servants and agents and the Owner/Employer's Personnel and their</p>
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		representatives from and against any and all actions, proceedings, claims, costs, expenses, losses or damages or other liability whatsoever arising as a result of any fault in but not limited to the design, calculation, manufacture and construction.
3.2	Specialized Agencies	<p>Where practicable and acceptable by the Owner/Employer and the Owner/Employer's Representative, the Contractor shall use the construction support services provided by Expo 2025.</p> <p>The Contractor may entrust to specialized agencies for specialized items of works such as (but not limited to) MEP services i.e. HVAC, lifts, building management system, and data & communication networking and water proofing, landscaping to the agencies specialized in the specific trade.</p> <p>The Contractor shall deploy only the experienced agency.</p> <p>Notwithstanding any consent to Specialized Agencies contract given by the Engineer-In-Charge/Owner/Employer's representative if in his opinion it is considered necessary, the Engineer-In-Charge/Owner/Employer's representative shall have full authority to order the removal of any specialized agencies from the Site or offsite place of manufacture or storage.</p>
3.3	Setting Out	<ul style="list-style-type: none"> - Maintain, protect and reinstate reference pegs and marks during the execution of the Works. - provide reports to the Engineer-In-Charge/Owner/Employer's Representative. <p>Owner/Employer's Representative shall be provided with all relevant information pertaining to setting out of all the Works prior to initiation of Works provided.</p>
3.4	Quality Assurance	The Contractor shall strictly adhere to the Quality assurance standards prescribed by the authorities of Osaka, Japan throughout the project phases.
3.5	Site data	The Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and has satisfied himself before submitting the Tender with

		<p>regards to relevant matters, including but not limited to:</p> <ul style="list-style-type: none"> (a) the form and nature of the Site, including sub-surface conditions, (b) the hydrological and climatic conditions, (c) the extent and nature of the work and relevant materials for the execution and completion of the Works and the remedying of any defects, if required, (d) the applicable laws, regulations and practices of the Country, (e) the Contractor’s requirements for access, accommodation, facilities, personnel, power, transport, water and other services, (f) The location of the Works, (g) The general conditions for carrying out the Works, and in particular the equipment’s and machinery relevant for the seamless execution of the Works, (h) The physical conditions of the Site (surface and texture) and the kind of soil, (i) The local traffic conditions, meteorological and climatic conditions, possibility of flooding by rivers, depth of the water table and the wind velocity, (j) Conditions governing the import of materials, plants and equipment’s, (k) Local conditions concerning supply of materials, (l) Mode of communication and transport, (m) Supply of electricity, water, fuel, etc., (n) Availability of manpower, (o) All constraints imposed by the social, monetary and customs legislation in force in Osaka, Japan. (p) All circumstances likely to have a bearing on the execution of the works or on its costs. <p>The Contractor shall bear sole responsibility for acquiring the requisite information and interpreting it accordingly.</p> <p>Any information provided to the Contractor by the Owner/Employer and Owner/Employer’s Representative regarding the Site and its surroundings does not imply any binding obligation on the part of the Owner/Employer, and Owner/Employer’s Representative. The Contractor is expressly cautioned against assuming that exhaustive investigations have been conducted concerning the nature of the Site.;</p>
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			The Contractor is required to conduct independent investigation work whenever deemed necessary for the successful execution of the project.
3.6	Sufficiency of the Contract Price		The Contractor shall be considered to have conducted a visit to the Site and its adjacent areas and to have formulated the Contract Price and project schedule based on the inherent characteristics of the work, local conditions, site conditions, restrictions, limitations, available working space, means of access, potential risks to existing structures (if any) and neighboring properties, as well as the availability of resources.
3.7	Transport of Goods		The Contractor shall bear all the taxes and charges such as import duty, VAT etc. for procuring the goods meant for successful completion of work/project at Site or any other statutory fee required to be paid for transport of goods. Provided that no extra charge shall be payable by the Owner/Employer in this regard.
3.8	Protection of the Environment		<p>The Contractor shall be solely responsible for complying with all applicable laws, rules, regulations and conditions or requirements imposed on the Contractor (if any) by local/Expo authorities, Preliminary Environmental Report (PER), Social Impact Assessment Report and/or Environmental Impact Assessment License (and documents) including any monitoring plan granted for the Project. The Contractor shall comply with the Environmental Assurance standards, environmental regulations for the re-use of treated wastewater for irrigation & thermal treated sludge for agricultural purposes as laid down by the Osaka, Japan authorities for Expo 2025. The Contractor shall facilitate the coordination and execution of all measures and conditions required on behalf of the Owner/Employer to ensure compliance.</p> <p>The Contractor shall indemnify and hold harmless the Owner/Employer in respect of any and all expenses, liabilities, losses, claims and proceedings resulting from any failure or default by the Contractor in performing his obligations under this Sub-Clause.</p> <p>The Contractor shall within 10 days from the date of</p>

		<p>receipt of Letter of Award besides other documents details mentioned in Self Build Guides shall submit an Construction Environment Management Plan including construction waste, environmental plan checklist, environment data log (will be submitted monthly during the construction period) to the Owner/Employer's Representative/Engineer-In-Charge for his approval and further submission to the Expo 2025, Osaka Japan. The Environmental Management Plan shall comply with the requirements of the Environmental Impact assessment Report (if any) and/or the Preliminary Report (if any) and/or law, the Owner/Employer's requirements and describe in full details all the steps that the Contractor shall take to comply with the requirements of this sub-clause.</p> <p>The Contractor shall facilitate the coordination and execution of all measures and conditions required on behalf of the Owner/Employer to ensure compliance.</p> <p>The Contractor shall indemnify and hold harmless the Owner/Employer in respect of any and all expenses, liabilities, losses, claims and proceedings resulting from any failure or default by the Contractor in performing his obligations under this sub-clause.</p>
3.9	Electricity, water and Gas	<p>The Contractor shall be responsible for the provision of all Power, Water & Gas and other services he may require for the execution of work and site management. the cost of services for electricity, water and gas will be borne by the Contractor. Nothing extra shall be paid by the ITPO.</p> <p>The Contractor is not permitted to delay the execution of work while awaiting the provision of services such as water, electricity, gas, etc., from Expo Authorities. The Contractor must initiate work promptly using their own services.</p>
3.10	Progress Reports	<p>The use of Building Information Modeling (BIM) is compulsory for the Contractor to facilitate progress review by both the Owner/Employer and Expo authorities. The Contractor shall provide to the Engineer-In-Charge/Owner/Employer's representative 1 soft copy plus 3 coloured hard copies of the photographs in the fortnightly report. The report shall describe/illustrate the photographs</p>

		<p>taken, date, time and location for such photographs. Apart from above a monthly progress report Contractor must also submit the following-</p> <ol style="list-style-type: none"> 1. Executive Summary including: <ol style="list-style-type: none"> a. Progress Summary b. Key Issues related to the Organiser (Expo 2025) and third parties c. Known interfaces with works outside of the plot d. Status of non-conformances 2. Scheduling including: <ol style="list-style-type: none"> a. Schedule Summary b. Baseline Schedule and monthly progress updates c. Updated resource loaded schedule
3.11	Contractor's Operations on Site	<p>Use of explosives of any kind is prohibited for the execution of the Works.</p> <p>Any form of advertising on the Site, including on fencing, existing building and on hoardings should not be permitted without the written permission of the Owner/Employer or its Representative. The Owner/Employer reserves all rights to advertising space on any temporary works or any part of the Works.</p> <p>The Contractor shall protect the Works and unfixed plant and materials until taken over by the Owner/Employer.</p>
3.12	Survey of Existing Structures to be Demolished or Altered	<p>The Contractor shall be responsible to carry out a survey of any existing building and structures to be demolished or altered and of the materials or equipment's to be removed.</p> <p>The Contractor shall provide to the Owner/Employer's Representative prior to proceeding with any demolition, alteration and removal works a survey report along with photographs and drawings showing, locating, describing and detailing the works to be done.</p>
3.13	Protection of Beacons	<p>The Contractor is prohibited from removing, damaging, altering or destroying any plot or survey beacons. If the Contractor anticipates interference</p>

			with any beacon due to the Works, they must promptly notify the Engineer-In-Charge. The Engineer-In-Charge, if deemed necessary, will arrange for the removal and replacement of such beacons.
3.14	Compliance with Osaka Green Building Norms		Throughout the construction phase and the Defects Notification Period, the Contractor is required to adhere to the relevant guidelines outlined in the Osaka Green Building Norms.
4. Design			
4.1	General Design Obligations		The Contractor shall submit the designs and drawings, to the Owner/Employer 's Representative for review. Should the Owner/Employer's Representative require any additional drawings during the review process, the Contractor shall promptly provide them.
4.2	Contractor's Undertaking		Contractor is responsible for designing and constructing in accordance with the guidelines issued by the Expo 2025 Authority, as well as all the standards specified for the work as outlined in various sections of the Technical Specification.
5. Staff and Labour			
5.1	Engagement of Staff and Labour		<p>The Contractor is required to adhere to all the rules and regulations as laid down by the relevant Osaka authorities regarding the engagement of staff and labour and follow all health and safety guidelines issued time to time by them.</p> <p>In the event that the principal Owner/Employer incurs any financial liabilities due to defaults or contraventions of regulations applicable in Osaka concerning staff and labor, such liabilities shall be recoverable from the Contractor.</p>
5.2	Foreign Contractor's Personnel, Burial and Repatriation		<p>The Contractor may import any foreign Contractor 's personnel who are specialized in the execution of the Works. The Contractor shall be solely responsible for the actions of imported foreign Contractor 's personnel and:</p> <p>(i) must ensure that these personnel obtain the required residence visas and work permits or</p>

		<p>occupation permits or other necessary permits or authorizations from the relevant authorities before being engaged in fire Works. All permits and authorizations required for the duration of personnel presence in Osaka must remain valid throughout their stay.</p> <p>(ii) In case if any payment is required to be made on account of work permit fee towards the non-citizen deployed in the project of Govt. of Osaka (Japan), the applicable costs against fees shall be borne by the Contractor.</p> <p>(iii) provide and maintain, as the Contractor may consider necessary for these personnel, facilities such as accommodation and amenities including all fencing, water supply (both for drinking and other purposes), electricity supply, sanitation, cools: houses, fire prevention and fire-fighting equipment, air conditioning, cookers, refrigerators, furniture and other requirements in connection with such accommodation or amenities.</p> <p>(iv) The Site, the Works and the neighborhoods of the Site shall not be utilized as temporary camps/housing for such personnel's.</p> <p>(v) shall be responsible for arranging travel for personnel, ensuring they are transported to either their recruitment location or their domicile, in accordance with the agreed-upon terms;</p> <p>(vi) shall provide necessary medical assistance to these personnel in case of injury and/or illness;</p> <p>(vii) shall make all necessary arrangements for the transport/return, to places authorized by the law for burial or incineration, of any of these personnel or members of their families who may die in Osaka. Provided that, burial or incineration on the Site shall not be allowed.</p>
<p>5.3</p>	<p>Epidemics</p>	<p>In the event of any outbreak of illness of an epidemic nature, the Contractor shall adhere to all regulations, orders, and requirements issued by the Government of Osaka or local medical and sanitary authorities aimed at addressing and overcoming the situation.</p> <p>The Contractor shall ensure that all personnel working in environments involving foul sewage, within and around sewerage networks, are properly and satisfactorily vaccinated against all potential</p>

			sources of contamination.
5.4	Records of Safety and Health		The Contractor shall maintain records in accordance with the safety, health, and welfare guidelines established by Expo and other Osaka authorities. These records shall encompass safety, health, and welfare of personnel, as well as any property damage. The Contractor is required to make these records available to the Owner/Employer Representative upon request.
5.5	Reporting of Safety and Health		The Contractor shall promptly report to the Owner/Employer Representative the occurrence of any incident and accident. In the case of any fatality or serious accident, the Contractor shall, also promptly notify the Owner/Employer Representative by the quickest available means and shall further make required arrangements for the treatment of the injured worker.
5.6	Supply of Water		The Contractor shall, to the extent reasonably practicable, having regard to local conditions, ensure the provision of an adequate supply of drinking and other water necessities on the Site for the use of Contractor's Personnel and Owner/Employer's Personnel and for the execution and completion of the Works.
5.7	Observance by Specialized Agencies		The Contractor shall be responsible for the observance of all the provisions under this clause by any specialized agency employed by him in the execution of the Contract.
6. Plant, Materials and Workmanship			
6.1	Samples		The Engineer or the concerned Owner/Employer's Personnel shall retain and use the approved sample as reference when approving actual works done or goods supplied.
6.2	Inspections		If the inspection falls within the jurisdiction of statutory provisions governed by an authority other than that of the Owner/Employer's Representative, the Contractor must provide timely notification to this authority, with a copy sent to the Owner/Employer's Representative, specifying the date on which the inspection is to be conducted.

6.3	Testing	<p>The Owner/Employer's Representative may request the Contractor to arrange for independent bodies to carry out tests as per the guidelines laid down by the Expo 2025 authorities or the Contractor to perform the tests themselves on the plant and materials that the Contractor intends to use and, on the works, done by the Contractor, to verify compliance with the Contract. the expenses related to such tests shall be considered as included in the rates and prices stipulated in the Contract.</p>
6.4	Quality of Goods, and Owner/Employership of Materials Found on Site	<p>The Contractor shall guarantee the strength and quality of all goods supplied and workmanship performed. The Contractor shall not be absolved of any obligations regarding the sufficiency of the goods and works solely due to the absence of objections from the Owner/Employer's Personnel, even if such items have been inspected regularly. The Contractor shall provide all necessary information regarding the quality, weight, constituent substances, dimensions, levels, strengths, and descriptions of the goods and works, and furnish the Owner/Employer's Personnel with any particulars as may be requested.</p> <p>Where applicable, on receipt of any goods supplied to the Contractor by the Owner/Employer the Contractor shall promptly examine them and if no immediate notification to the contrary is received by the Owner/Employer's Personnel the goods shall be deemed to have been received without defect or deficiency.</p> <p>No excavations are to be made upon the Site or additional site beyond those shown in the drawings or described in specifications without the prior written authority of the Owner/Employer's Personnel. A refusal by the Owner/Employer's Personnel to grant an authority under this clause shall be binding upon the Contractor.</p>
6.5	Procurement of Goods	<p>The Contractor shall be solely responsible for the supply of the goods (excluding those supplied by the Owner/Employer, if any) required for the execution of the work'. The Contractor shall always ensure the availability of such goods throughout the duration of the Contract</p>

		<p>The Contractor shall be considered to have ensured that all the goods are available in time to align with his work schedule, in the required dimensions, single lengths, pieces, quantities, and specifications as indicated or described in the drawings or the Contract Specification.</p> <p>The Owner/Employer shall be under no obligation whatsoever whether by way of indemnity or otherwise for or in respect of shortage of goods at any time during the duration of the Contract.</p>
7. Commencement, Delays and Suspension		
7.1	Commencement of Works	The Contractor shall commence the design and execution of the works within 10 days from the date receipt of letter of award.
7.2	Programme	<p>All the Programmes shall be prepared using Microsoft Project/Primavera/BIM or such other types of software approved by the Owner/Employer's representative.</p> <p>The Programmes shall be prepared by the Contractor shall include and reflect the following:</p> <ol style="list-style-type: none"> i. planned start and planned finishing dates for each activity; ii. duration of each activity; iii. dependency (if any) between each activity; iv. critical path and critical activities; v. actual start and finishing dates for each activity, The Contractor shall carry out all the works given in the scope of work within the Time for Completion of the Contract. <p>The Contractor shall include the duration of these works in his program and must ensure that he has allocated appropriate time and included associated costs in his overheads for these works. The Contractor shall not be entitled to any additional time and/or costs (loss and expense) to execute these works.</p> <p>The Contractor shall be considered to have visited the site and its surrounding environment and to have</p>

		<p>formulated his program based on factors including but not limited to the nature of the ground, subsoil to be excavated, contours thereof, local conditions, site conditions, climatic conditions, restrictions, limitations, available working space, means of access, risk of damage to existing structures and adjoining properties, and availability of resources.</p> <p>At the conclusion of each month, the Contractor shall furnish the Owner/Employer's personnel/Representative with as-built programs and shall update his program to reflect completed works as well as his plan to finish the remaining works within the allotted time.</p>
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8. Owner/Employer's Taking Over

8.1	Taking Over of the works and Sections	<p>The Taking-Over Certificate shall be issued to the Contractor if the works or section thereof have been completed in accordance with the terms of the Contract and are free from defect. The Taking-Over Certificate shall specify the date on which the works or section were deemed to be completed in accordance with the Contract.</p> <p>The Owner/Employer's Personnel/Representative may (but shall not be bound) issue the Taking-Over certificate if there is any minor outstanding works and minor defects which will not substantially affect the use of Works or Section for their intended purpose (either until or whilst these outstanding works are completed and the defects are remedied), provided that the Contractor gives a written undertaking to the Owner/Employer's Personnel to complete such minor outstanding works and defects within such time as is instructed or required by the Owner/Employer's Personnel.</p>
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9. Tests after Completion

9.1	Procedure for Tests after Completion	<p>All the tests after completion as mentioned in Technical Specifications or mentioned elsewhere in the Contract or other documents has to be carried by the Contractor at his own cost.</p>
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10. Variations and Adjustments		
10.1	Adjustments for Changes in Legislation	<p>The Contract Price shall not be adjusted in the event of any subsequent changes in legislation or introduction of new laws / legislation.</p> <p>The Contract Price shall not be adjusted for any rise or fall in the cost of labour, materials, fuel and any other input to the Works.</p>
10.2	Adjustments for changes in cost	<p>No adjustment in costs on account of any escalation on whatsoever ground shall be entertained at any stage of Works. The cost of work is considered fixed once quoted by the bidder. This fixed cost applies for the entire contract period as well as any extended period required for completion of the Works. No escalation shall be applicable to the Contract.</p>
11. Contract Price and Payment		
11.1	Plant and Materials intended for the Works	<p>Unfixed Plant and Materials shall be payable to the Contractor if all the following conditions are to the satisfaction of the Owner/Employer's Representative/Personnel:</p> <ol style="list-style-type: none"> i. The Contractor has applied for it in his Statement. ii. The unfixed Plant and Materials are on Site (Note: outside Site shall not be paid). iii. The unfixed Plant and Materials are in full accordance with the specifications in the Contract. iv. The unfixed Plant and Materials are properly insured, stored and protected against loss, damage or deterioration on Site. v. The unfixed Plant and Materials must be used and incorporated into the Permanent Works within a reasonable time, ensuring they are not brought to the Site prematurely. vi. The Contractor has submitted to the Owner/Employer's Personnel as evidence such details, records, invoices, vouchers or other documents as the Owner/Employer's Personnel may require for determining the quantities and the costs of acquiring and delivering the Plant and Materials to the Site, of the unfixed Plant and Materials.

		<p>The amount to be certified shall be the equivalent of seventy-five per cent (75%) of the concerned Owner/Employer 's Personnel determination of the Cost of the unfixed Plant and Materials as per the invoice (including delivery cost In the Site), taking into account of the documents mentioned in this Sub-Clause. The Engineer shall utilize the rates and prices outlined in the Contract and shall deduct labor and profit accordingly.</p> <p>Unfixed Plant and Materials paid by the Owner/Employer shall become the property of the Owner/Employer and shall not be removed from the Site by the Contractor, Specialized Agencies or suppliers without the prior written consent of the Owner/Employer's Personnel.</p> <p><u>Recovery of payment effected for unfixed Plant and Materials on site:</u></p> <p>Any payment made for unfixed plant and materials on-site shall be fully recovered from the subsequent Interim Payment Certificate. A fresh advance shall then be issued for the remaining quantity of plant and materials available on-site.</p>
11.2	Interim Payments	<p>The Owner/Employer's Personnel shall consider the actual progress of works on Site when certifying the amount for Interim Payments.</p>
11.3	Timing of Payments	<p>No payment shall be issued until and unless the proper invoice is received from the Contractor. Payments shall be effected to the Contractor in a functioning bank account in Osaka.</p> <p>If any dispute, difference or question arises between the Owner/Employer or the Contractor and the Authority of Value Added Tax in relation to any tax chargeable or alleged to be chargeable in connection with the Contractor or the Works, each shall render to the other such support and assistance as may be necessary to resolve the dispute.</p> <p>The Owner/Employer shall remit to the Authorities the tax deducted at source and accordingly issue a statement to the Contractor showing the total</p>

			amount deducted and remitted to the Authorities.
11.4	Payment of Retention Money		Notwithstanding the above, the Owner/Employer's Personnel shall not be under an obligation to certify the payment of any Retention Money unless and until the Owner/Employer receives from the Contractor all test certificates, indemnities and warranties, guarantees, as-built drawings, operating and maintenance manuals and any documents required to be submitted by the Contractor under the Contract.
11.5	Transfer of Currency		Any transfer of currency shall be carried out in accordance with the existing laws and regulations in force in Osaka Japan. Upon transfer, all fees and losses associated with transfer shall be borne by the Contractor.
12. Insurance			
12.1	General		<p>The Contractor shall effect and maintain all insurances required under applicable laws of Osaka and as per the terms of the Contract. Such insurances shall be contracted with a local insurance company duly registered with (Osaka Japan) Insurance Authority and acceptable to and approved by the Owner/Employer (whose approval shall not be unreasonably withheld).</p> <p>Insurance Policies should be in the joint name of Owner/Employer and Contractor. Provided that first name should be that of the Owner/Employer.</p> <p>The Contractor shall insure or cause to be insured with the insurers all imported goods financed out of the proceeds of the Contract against marine other hazards incidental to the acquisition, transportation and delivery thereof to place of use or installation and where appropriate against all usual risks pertaining to the construction of the Works. The provision of such insurance and the costs thereof shall be deemed to be included in the Contractor's prices and rates.</p> <p>The Minimum Insurance required are:</p>

		<ul style="list-style-type: none"> i. Third Party liability Insurance. ii. Construction and erection All Risk Insurance (covers all risks of physical loss or damage to the pavilion). iii. Contractor’s Equipment All Risk Insurance. iv. Works Compensation and Owner/Employer’s Liability Insurance. v. Marine Cargo Insurance (land, sea and air from country of origin). vi. Automobile Liability (including off-road cover). vii. Professional Indemnity Insurance (for any design elements carried out by the Contractor). viii. Other insurances required to comply with the local applicable laws.
<p>13</p>	<p>Owner/Employer’s Personnel/Representative Decision</p>	<p>If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Owner/Employer’s Personnel, either Party may, in the first place, refer the dispute in writing to the Owner/Employer’s Personnel for his decision, with copies to the other Party.</p> <p>Such reference shall state that it is given under this Sub- Clause.</p> <p>Within 30 days after receiving such reference the Owner/Employer shall give his decision in writing to both Parties. This decision shall be reasoned and explicitly state that it is made under this Sub-Clause. The decision shall be binding on both Parties, who must promptly comply with it unless and until it is revised through an amicable settlement or by a decision of the Singapore International Commercial Court (“SICC”) as described below. Unless the Contract has already been abandoned, repudiated, or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.</p> <p>If either Party is dissatisfied with the Owner/Employer’s Personnel decision, then either Party may, within 28 days after receiving the</p>

		<p>Owner/Employer's Personnel's decision, give notice to the other Party (with copy to the Owner/Employer's Personnel) of its dissatisfaction.</p> <p>If the Owner/Employer's Personnel fails to give his decision within the period 30 days after receiving such reference, then either Party may, within 28 days after this period has expired, give notice to the other Party (with copy to the Owner/Employer's Personnel) of its dissatisfaction.</p> <p>If the Owner/Employer's Personnel has given his decision as to a matter in dispute to both Parties, and no notice of dissatisfaction has been given by either Party within 28 days after receipt of the Engineer's decision, then the Owner/Employer's Personnel's decision shall become final and binding upon both Parties.</p>
14	Arbitration	<p>This clause shall supersede the Article 34 "SETTLEMENT OF DISPUTE" of General Conditions of Construction Contract, Japan.</p> <p>I. Upon failure of the parties to settle disputes in accordance with the conciliation proceedings as stated above or upon the Conciliator failing to give a proposal for settlement within the aforesaid period, the parties shall settle such disputes by way of arbitration as stated under this clause. Either party shall intimate the other party, by way of a notice in writing, for initiating arbitration proceedings in accordance with the terms of this Contract.</p> <p>II. Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.</p> <p>III. Seat and Venue: The seat and venue of the arbitration shall be Singapore.</p>

		<p>IV. Arbitral Tribunal: The Arbitral Tribunal shall consist of three (3) arbitrator(s). Each party shall appoint one arbitrator from the list of SIAC panel of arbitrators. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the Arbitral Tribunal.</p> <p>V. Language: The language of the arbitration shall be English.</p> <p>VI. In respect of any court proceedings in Singapore commenced under the International Arbitration Act 1994 in relation to the arbitration, the parties agree (a) to commence such proceedings before the Singapore International Commercial Court (“SICC”); and (b) in any event, that such proceedings shall be heard and adjudicated by the SICC.</p> <p>VII. Applicable law: This Contract is governed by the laws of Singapore.</p>
15	Dilapidation Surveys	<p>(a) The Contractor shall conduct, if necessary, dilapidation surveys to the property where the Works are to be executed, as well as to all adjoining and surrounding properties that may be affected by the execution of the Works or where there is a risk of receiving claims from the Owner/Employers of these properties, prior to commencing any Works.</p> <p>(b) The Contractor shall, before initiation of any works,</p> <p>i). Submit a copy of all the surveys to the Owner/Employers of these properties, the Owner/Employer Representative and the Owner/Employer.</p> <p>ii). Endeavour to obtain the written acceptance of the Owner/Employer and the Owner/Employers of the properties on the results of the survey, before commencement of any work.”</p>
16	Clearance from Authorities	The Contractor shall obtain all necessary clearances and permits from the relevant authorities under

			whose jurisdiction the Expo 2025 site falls to facilitate the execution and completion of the works.
17	Compliance with Statutory or Public Authorities		<p>The Contractor shall comply with all terms imposed by all the authorities such as (Electricity), (Water), the Waste Management Authority and any other authorities involved on this project.</p> <p>The Contractor shall pay for all fees, charges, rates or taxes as may be charged by Local Authorities and Statutory Authorities, to execute the Contract. The Statutory Fees shall be reimbursed to the Contractor for obtaining the various approvals at a later stage of the project.</p> <p>The Contractor shall supply to the Local Authorities and Statutory Authorities all information required by them in connection with the execution of the Contract and to serve notices and arrange for the inspection of the works or drawings by all relevant authorities.</p>
18	Sign Board		<p>The Contractor shall provide and maintain one sign board in accordance with the drawings Submitted by the Engineer, for the display of:</p> <ol style="list-style-type: none"> i. Building Permit Number ii. Pavilion Number iii. Pavilion Name with Picture iv. Name of Participant v. Name of PMC Agency vi. Name of Consultant vii. Name of Contractor <p>The board is to be clearly visible to the public and be to the approval of the Engineer. The Contractor shall obtain and pay for all the necessary permits or licenses from the authorities.</p>
19	Accommodation for Meeting		<p>The Contractor shall provide for temporary and suitable accommodation on the Site or on nearest location to the Site for 15 persons with facilities such as table, chairs, light, air conditioning and power points, telephone & fax machines for the purpose of meetings organized by the Employee or the Owner/Employer's Personnel or the Contractor and maintain them throughout the construction period and till the end of expo 2025.</p>

20	Scaffolding	<p>The Contractor shall use equipment's that are in good working conditions, safe and suitable for the works. The design of the scaffolding system shall be checked and approved by a registered engineer appointed by the Contractor at his own cost. The Contractor shall submit the design of his registered engineer to the Owner/Employer's Personnel before starting any erection.</p> <p>Scaffolding equipment's must be erected and dismantled (under the close and constant supervision of a Contractor's Personnel qualified and experienced in the erection and dismantling of scaffold) by trained labour as per specialists' specifications, the registered engineer's design and recommendations and any applicable law. All scaffolding erected must be checked regularly and maintained in safe conditions and must be in compliance with the design and recommendations of the Contractor's registered engineer, any applicable laws and regulations to that effect, at all times by the qualified Contractor 's Personnel and trained labour.</p>
21	Lifting Equipments	<p>The Contractor shall use equipment's that are in good working conditions, safe and suitable for the works.</p> <p>All lifting equipment shall be checked and approved by a registered engineer appointed by the Contractor at his own cost.</p> <p>The Contractor shall submit the approval of his registered engineer to the Owner/Employer's Representative.</p> <p>Lifting Equipments must be erected and dismantled (under the close and constant supervision of a Contractor's Personnel qualified and experienced in the correction and dismantling of Lifting Equipments) by trained labour as per specialists' specifications, the registered engineer's recommendations and any applicable law.</p> <p>All lifting equipment's erected must be checked regularly and maintained in safe condition and must be in compliance with the recommendations of the Contractor's registered engineer, any applicable</p>

			laws and regulations to that effect, at all times by the qualified Contractor 's Personnel and trained labour.
22	Formwork Support System		<p>The Contractor shall use equipment's that are in good working conditions, safe and suitable for the works.</p> <p>The design of the formwork support system shall be checked and approved by a registered engineer appointed by the contractor at his own cost.</p> <p>The Contractor shall submit the design of his registered engineer to the Owner/Employer's Representative before starting any erection.</p> <p>Formwork support's equipment's must be erected und dismantled (under the close and constant supervision of a Contractor 's Personnel qualified and experienced in the erection and dismantling of formwork support system) by trained labour as per specialist's specifications, the registered engineer's design and recommendations and any applicable law.</p> <p>All formwork support system erected must be checked regularly and maintained in safe conditions and must be in compliance with the design and recommendations of the Contractor's registered engineer, any applicable laws and regulations to that eject, at all times by the qualified Contractor's Personnel and trained labor.</p>
23	Protection of public and private properties		<p>The Contractor shall protect, uphold and maintain all existing public and private roads, live drainage and services (water, power and telephone), steams, canals and sea, whether on or of the Site, during the execution of the Works. The Contractor shall, before commencing any works on the Site, ascertain from the public or statutory authorities and private Owner/Employers the position and routing of existing drains and services. In the event of damage to same caused by the Works, the Contractor must arrange for such damage to be made good at his own expense or pay any charges or costs in correction therewith.</p>
24	Keeping public and		The Contractor shall keep the public roads, private

	Private Roads Clean		roads, parking and driveways used by him clear of mud materials, waste, debris and other materials.
25	Traffic Regulations		The Contractor is obligated to adhere to all police regulations and requirements regarding pedestrian or vehicular traffic control, site access and egress, safety precautions, and other relevant matters during the execution and completion of the Works.
26	Pumping and Dewatering		The Contractor shall be responsible for providing all necessary pumping and dewatering equipment and for ensuring that all excavations, the Site, and the Works remain free from surface water and underground water.
27	Borrow Pits and Dump Areas		The Contractor shall use borrowed pits and dump areas approved by the authorities with requisite approvals.
28	Documents to be Kept on Site		<p>The Contractor shall keep in a secured place on Site a copy of the documents forming part the Contract: Specifications and drawings, for the Owner/Employer's Personnel's consultation on Site (when necessary).</p> <p>The Contractor shall maintain on site an updated register of all drawings and approvals received in a format approved by the Owner/Employer's Personnel. This register shall be updated immediately upon receipt of new drawings and approvals.</p>
29	Dimensions on Construction Drawings or For Construction Drawings and Instructions		<p>The Construction Drawings, prior to issuance for Construction, must be submitted to the Owner/Employer's Personnel for approval from the Owner/Employer's Consultant/AOR after due checking by the Design Director of the Contractor.</p> <p>If any discrepancies are observed in dimensions compared to the dimensions of existing structures or any work already built, the Contractor should promptly notify the Owner/Employer's Personnel for corrections.</p>
30	Shop Drawings		The Contractor shall submit shop drawings for Mechanical, Electrical, and Plumbing works, as well as for specialist works and any other works as

		required by the Owner/Employer's Consultant, to the Owner/Employer's Personnel for approval by the Owner/Employer's Consultant sufficiently in advance, before execution of the works.
31	Procurement Schedule	<p>The Contractor shall prepare, update and submit to the Owner/Employer's Personnel on fortnightly basis a detailed procurement schedule in the format required by the Engineer-In-Charge for the resources including nominated Specialized Agencies to be procured or have been procured for the execution of the Works.</p> <p>The Contractor shall include information such as:</p> <p>(a) orders that have been placed e.g. purchase orders.</p> <p>(b) Plant and Materials that are being manufactured e.g. photographs and confirmation from supplier, organize visit of the Owner/Employer's Representative and Owner/Employer's Consultant/AOR at supplier's workshop.</p> <p>(c) Plant and Materials that are being shipped.</p> <p>(d) Plant and Materials that have arrived in Osaka.</p>
32	Meetings & Site Visits	<p>The Contractor shall attend all meetings and site visits as required by the Owner/Employer or its Personnel for the proper management of the project. The Contractor shall arrange for their Specialized agencies to attend meetings, whenever required by the Owner/Employer's Consultant or the Owner/Employer's Personnel.</p> <p>The Contractor Shall hold necessary meetings with his Specialized agencies and suppliers to monitor progress, quality and co-ordinate all aspects of the project.</p> <p>Contractor has to attend all the meetings organized by the organizer (Expo 2025) time to time.</p>
33	Checks for Structural Steel Works	<p>The Structural Steel works, including bolting and welding, must adhere to the corresponding codes such as ASTM Standards/JIS Codes applicable in Osaka, Japan.</p> <p>The Checklist mentioned in the Technical Specifications should be diligently followed and utmost care should be taken in the steel works and should be done by only trained manpower.</p>

			The qualifications and work experience of the fire Engineer responsible for the said work, as well as other manpower/labor involved in the said work, must be submitted to the Owner/Employer's Representative for approval before commencing any work on site related to the steel structure.
34	Specifications		The description's in the technical specifications shall be read as standard but not limited (unless otherwise instructed). The descriptions may be brief but fully described when read in conjunction with the relevant requirements in other documents forming part of the Contract. No claims whatsoever will be allowed in respect of errors or omissions in specifications due to brevity of descriptions of items in the technical specifications/DBR, if fully described when read in conjunction with other documents.
35	PDMA		PDMA shall mean " Project Design & Management Agency" appointed by the ITPO for implementation of the project.
36	Architect on Record (AOR)		Local architect appointed by the PDMA
37	Administrative Architect		Administrative Architect, registered as per the laws of Japan working under the guidance of PDMA and ITPO.