

## Reply to Pre-bid Queries

**Name of the Work:** 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 dismantling of the India Pavilion.

**Ref:** NIT No. ITPO/WorldExpo2025/C&D (II)/2024-25 Dated: 03.04.2024

S.No.	Tender Clause Ref. & Page No.	Existing Clause	Query raised by agency	ITPO's Response
<b>A. M/s Meroform</b>				
1	NIT Page No. 4 2.0 Eligibility Criteria A. Nature of firms (ii)	In case applying as a joint venture/ consortium ("JV/ Consortium"):  The JV/ Consortium should not have more than <b>three (3)</b> entities partnering together ("Members"). The lead member of JV/ Consortium should be a company either registered in Japan or having its <b>branch</b> registered in Japan, duly authorized to operate and conduct its business in Japan. If the lead member is not a construction company, then the consortium must have, as a member, a construction company duly authorized to conduct business and operate in Japan, having a minimum average annual turnover of JPY 2736 Million, the highest of 3 years (out of the last 5 years). Copies of necessary memorandum or agreement need to be submitted.	Is it compulsory only for a lead partner to have its Office or Branch registered in Japan?	Please refer corrigendum  <b>Amended Clause</b> In case applying as a joint venture/ consortium ("JV/ Consortium"):  The JV/ Consortium should not have more than <b>four (4)</b> entities partnering together ("Members"). The lead member of JV/ Consortium should be a company either registered in Japan itself or its branch or its subsidiary or its holding company, who are part of its consortium is registered in Japan and duly authorized to operate and conduct its business in Japan.....
<b>B. M/s Beyond Limits</b>				

2	Annexure 1 IPWE_GCC Page No. 2 Point no ix- Lead Partner Entity	<p>“Lead Partner Entity” shall mean a member of a consortium or Joint Venture of companies and/or firms, who shall act as the sole interface with the client on behalf of the consortium or Joint Venture, contractually and for other interactions, and participates in this tender and submits the bid before the last date and time of submission of the tender as per required specification and conditions, and is so nominated by the constituent parties (referred to as Partner entities) of the consortium or Joint Venture, and bears major responsibility and carries all authority for contractual obligations , of any kind, arising in connection with the tender, on behalf of the consortium or Joint Venture, including that of submission of EMD and Performance Bank Guarantee, including invocation of any and in consideration with the terms and conditions of the consortium or Joint Venture agreement and if the work is awarded, then the Lead Partner entity shall be responsible for successful execution of the project including support and maintenance activities. All the partner entities of the consortium or Joint Venture shall be jointly and severally liable for the adherence to the contractual obligations</p>	<p>In case of a Consortium, can the Bank Guarantee / Performance Bond be submitted by any member or must be submitted exclusively by the Lead Party?</p>	<p>Any Member of the consortium can submit the Bank Guarantee / Performance Bond.</p>
3	Annexure 1 IPWE_GCC Page No. 3 5 <sup>th</sup> Definition – Sufficiency of tender	<p>The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities/scope of work, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.</p>	<p>There are no rates &amp; prices &amp; bill of quantities mentioned in tender so this clause is irrelevant</p>	<p>Bidder shall quote Lumpsum amount in the Financial Bid against the scope of work defined in the tender document. Terms and conditions of the tender shall prevail.</p>

4	Annexure 1 IPWE_GCC  Page No. 7  Performance Bank Guarantee	The contractor shall submit an irrevocable Performance Guarantee at specified percentage of the tendered amount, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of Letter of Award. This period can be further extended by the Engineer-in- Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This Guarantee shall be in the form of insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.	Please confirm deadline and form of submission	Please refer to GCC Schedule-F at page no. 64
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5	<p>Annexure 1 IPWE_GCC</p> <p>Page No. 16</p> <p>Clause 7B- Opening of separate Bank Account</p>	<p>The Contractor shall maintain a separate account with a Scheduled Bank for the purpose of receiving all the payments under the Contract and for Utilization of payments received from the Client for the disbursement to sub-contractors, sub-vendors etc. for this contract.</p> <p>The Contractor shall maintain separate books of account for all payments under this contract and the Engineer-in-Charge shall access to it at all times.</p> <p>For tracking of utilization of funds received from the Client, the contractor shall submit a monthly statement by 7th of every month to the Engineer-in-Charge certifying the transactions pertaining to the above account along with Purpose of such transactions.</p> <p>In case the Contractor wants to withdraw funds from the above bank account for any purpose other than the Contract, he shall be required to submit an undertaking to the Engineer-in-Charge certifying that all due statutory payments, labour payments and payments to all his sub-contractors/ vendors have been disbursed by him corresponding to the total payment received under the contract.</p>	<p>Why the bank statement needs to be submitted to Engineer every month by Bidder? These are quite sensitive information.</p>	<p>Please refer corrigendum.</p> <p><b>Amended Clause</b> For tracking of utilization of funds received from the Client, the contractor shall submit the invoices of all the expenditures incurred by 7th of every month to the Engineer-in-Charge certifying purpose of such expenditures.</p>
6	<p>Annexure 1 IPWE_GCC</p> <p>Page No. 18</p> <p>Clause 10A Material to be provided by contractor</p>	<p>The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F</p>	<p>Material testing lab would not be possible at site as there is no available space (there a no extra lay-down areas on site given to Participant Countries to organizers)</p>	<p>Please refer corrigendum</p> <p><b>Amended Clause</b> The contractor will be allowed to get the material tested offsite and the place of testing will be accessible by the engineer-in-charge or its authorized representative when so desired.</p>

7	Annexure 1 IPWE_GCC  Page No. 18  Clause 10 B Secure advance on non- perishable material	The contractor, on signing an indenture form specified in appendix XXI, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials, which are in the opinion of the Engineer-in-charge nonperishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.	We need clarification	The secured advance up to 75% cost of material brought at site for use in work shall be paid as advance.
8	Annexure 1 IPWE_GCC  Page No. 19  Mobilization advance	Mobilization advances not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within six months of the order to commence the work.	The time period of 6 month is clearly impossible due to timing of the tender	Please refer corrigendum.  Time period of six months replaced with fifteen days

9	Annexure 1 IPWE_GCC  Page No. 23  Clause 12 Deviation / Variation extent	The Engineer-in-Charge shall have power (i) to make alterations in, additions to or substitutions for the original scope of work as defined in the contract, that may appear to him to be necessary or advisable during the progress of the work.	Who will be this engineer in charge? As per tender documents this person will have lot of decision-making power.	Engineer in charge will be duly authorized representative of ITPO.  Tender conditions shall prevail.
10	Annexure 1 IPWE_GCC  Page No. 24 Deviation	In case there is any change in scope as defined in the contract, the contractor shall carry out the change's as per direction of Engineer in Charge and nothing extra shall be payable to the contractor on account of same if the additional cost of such work is up to 0.25% (zero-point two five percent) of the accepted tendered amount and worked out as per sub-clause 12.3 below. Variations/deviations upto 0.25% (zero-point two five percent) of the accepted tendered amount shall be deducted from overall variations/deviations for making payment.	Formulated like this is frankly quite hard to accept. Change of scope needs to be mutually agreed between Contractor and ITPO.	No change. Tender conditions shall prevail.

11	Annexure 1 IPWE_GCC Page No. 32 Clause 21 Sublet of work	The contract shall not be assigned or sublet without the written approval of the Engineer-in - Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Client in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Client shall have power to adopt the course specified in Clause 3 hereof in the interest of Client and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue	No Approval of engineer in charge should be required for the subletting of work, this is private matter between Consortium's members.	Please note that the clause refers only to subletting of work to agency which is other than consortium members.  The selection of specialized agency for specialized work shall be carried out with the written prior approval of the engineer in charge as per PCC clause no. 3.2 (page no. 12). However normal works may be carried by the construction agency or consortium members as per usual business practice.
12	Annexure 1 IPWE_GCC Page No. 32 Clause no 22.2 Quality Assurance system	The Contractor shall devise a quality assurance mechanism to ensure compliance with the provisions of this Agreement (the "Quality Assurance Plan" or "QAP"). The Contractor shall, submit to the Engineer-in-Charge. its Quality Assurance Plan 15(fifteen) days in advance of start of the execution stage specified in the NIT. The Engineer-in-Charge shall convey its comments to the Contractor within a period of 7 (seven) days of receipt of the QAP stating the modifications. if any, required and the Contractor shall incorporate those in the QAP conforming with the provisions of this clause	The Period of submitting the Quality Assurance System need to be 30 day instead of 15 day mentioned in the tender document.	No change. Tender conditions shall prevail.

13	Annexure 1 IPWE_GCC Page No. 36 Clause 22.13 Video conference	During the Construction Period, the Contractor shall provide to the Engineer-in-Charge for every calendar quarter, a video Recording which will be compiled into a 15 (fifteen) minutes digital video covering the status and progress of work in that quarter. Video recording should show different activities, stage of work, quality assurance activities etc. including animation, graphs, digital maps, commentary, subtitles, etc. spread over the quarter. The video recording shall be provided to the Engineer-in-Charge no later than 15 (fifteen) days after the close of each quarter to be reckoned from next full month of date of start of work. Unforeseeable	Video conferencing while people working at site is sensitive topic. To video record manpower at work is usually not allowed under Expo Regulations due to privacy matters, so this clause may require changes	'Video conferencing' is nowhere mentioned in the tender.  However, any video recording as mentioned, done would be as per the rules regulations & laws prevailing in Osaka, Japan as applicable.	Only clarification
14	Annexure 1 IPWE_GCC Page No. 38 Clause 25.2 Arbitration	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.	Seat & Venue of arbitration need to be Japan not Singapore. Project is Japan, contract will be valid under Japanese law. Why Singapore?	No change. Tender conditions shall prevail.	Only clarification



15	Annexure 1 IPWE_GCC Page No. 55, Section 3 , Safety code		Safety code need to be as per Japanese laws	All the safety codes as per Japanese Laws shall be applicable.	Only clarification
16	Annexure 2 _ IPWE_PCC Page No. 3 Clause 14 Site visit	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.	Site visit is not allowed until ITPO will handover plot to awarded contractor. Bidders are not allowed to go inside for site visit.	Please note that this clause is only general advisory and bidders are encouraged to make themselves aware with respect to the prevailing conditions of site and make due diligence before quoting their bid.	Only clarification

17	Annexure 2 _ IPWE_ PCC Page No. 11  Contractor's General Obligations	The Contractor need to appoint qualified planning engineer at Employer representative office.	Where will be this place – Osaka or India?  Is this person to be added to the 4 Key Personnel members listed in the tender documents?  Pls clarify	Please refer corrigendum, The planning engineer shall be stationed in Osaka Japan & shall be one of the 4 Key personnel mentioned in Clause No. 6 of NIT.	Only clarification
18	NIT Page No. 4 2.0 Eligibility Criteria	In case applying as a joint venture/ consortium ("JV/ Consortium"):  The JV/ Consortium should not have more than three (3) entities partnering together ("Members"). The lead member of JV/ Consortium should be a company either registered in Japan or having its branch registered in Japan, duly authorized to operate and conduct its business in Japan. If the lead member is not a construction company, then the consortium must have, as a member, a construction company duly authorized to conduct business and operate in Japan, having a minimum average annual turnover of JPY 2736 Million, the highest of 3 years (out of the last 5 years). Copies of necessary memorandum or agreement need to be submitted.	The approach may be to operate from our main office outside Japan and setting up subsidiary companies in Japan for this project.  This approach shall ensure compliance with local regulations and also to deliver our services effectively.	Already answered vide Query No. 1 of M/s Meroform  Please refer corrigendum.	This eligibility condition has been relaxed to encourage more prospective bidders to bid in the tender and make it more competitive.

<b>C. M/s E Factor Experiences Limited</b>					
19	NIT Page No. 5  Clause no. C  Financial Eligibility Criteria	The average annual financial turnover of the Members, either individually or jointly for the highest three (3) years (out of the last 5 years) shall be at least JPY 4.56 Billion	The turnover asked for financial eligibility criteria is equivalent to the estimated amount of work. It seems to be very high. In most of EPC tenders this % varies from 30% to 50% of the total estimated cost of work. Even CVC guidelines says maximum of 50% of the estimated cost of work. So requesting you to kindly amend this clause	No change.	The CVC Guidelines mention about ATLEAST AVERAGE ANNUAL TURNOVER OF 30% TO ASSESS THE FINANCIAL CAPABILITIES [Para 3.3.6) (iii) (c)]. It has to be read in conjunction with other guidelines on the matter including but not limited to [Para 3.3.6 (iii) (a)] as written in “Manual for procurement of works” issued by Ministry of Finance Department of Expenditure, Government of India.

20	<p>NIT</p> <p>Page No. 3</p> <p>Earnest Money Deposit</p>	<p>Name of the Beneficiary: State Bank of India, Osaka Branch</p> <p>Name of the Bank: MUFG Bank Ltd.</p> <p>Branch Address: Senba Chuo Branch</p> <p>Account No.: 0731459</p> <p>Type of Account: Current Account</p> <p>SWIFT Code: BOTKJPJT</p>	<p>1. The beneficiary details mentioned in the tender document are some bank details. Kindly check whether they are correct. Further its incomplete, there are no address to the beneficiary details so requesting you to provide the complete details.</p> <p>2. Also requesting you to kindly allow the Indian companies to submit their bank guarantee in India instead of Osaka.</p>	<p>Query1: Please refer corrigendum:- For the process of Bank Guarantee</p> <p>Beneficiary name – ITPO Beneficiary Address – ITPO, Pragati Bhawan, Bharat Mandapam, New Delhi-110001</p> <p>Query2: No Change</p>	Only clarification
21	<p>NIT</p> <p>Page No. 15</p> <p>Appendix E</p>	<p>In the case of consortium are the details of all the member of consortium need to be submitted in the Appendix form E or Bidder need to submit the details of Lead member only Pls clarify</p>	<p>In case of consortium, details of all the members of the consortium need to be submitted in the Appendix-E (General Information)</p>	Only clarification	
<b>D. M/s Expo Mobilia</b>					
22	<p>Would it also be possible to split the offer and the construction into the interior and exterior work or does one partner have to cover everything?</p>		<p>No change. Tender conditions shall prevail.</p>	<p>Self explanatory.</p>	

<b>E. M/s Pavilion &amp; Interiors</b>					
24	Annexure 1 IPWE_GCC  Page No. 19  Mobilization advance	Mobilization advances not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within six months of the order to commence the work.	If the mobilization advance may be increased from the given 10%.	No change. Tender conditions shall prevail.	Only clarification
25	Clarification on the proposed timeline of 15th October 2024 as the date of completion of construction work, and whether necessary construction approvals have been already taken.			The timelines are given by expo authorities. The exterior structure is to be completed by 15 <sup>th</sup> October. However the interior works including fit-out works can be carried out as per timelines referred in tender document.	Only clarification
<b>F. M/s Lalooji and Sons</b>					
26	NIT Page No. 5 Work Experience	The Bidder should have experience of managing construction of at least one (1) pavilion at a World Expo in the last ten (10) years from the date of submission of the bid.	Request to relax this condition.	Please refer corrigendum :  The Bidder should have experience of managing construction of at least one (1) pavilion at a World Expo in the last fifteen (15) years from the date of submission of the bid.	This eligibility condition has been relaxed to encourage more prospective bidders to bid in the tender and make it more competitive.