



*Il Commissariato generale di sezione
Dell'Italia per Expo 2025 Osaka*

THE CONSTRUCTION AND FIT-OUT WORKS OF

THE ITALIAN PAVILION FOR EXPO 2025 OSAKA

TENDER SPECIFICATIONS

March 2023

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SECTION 1

INVITATION TO TENDER

Reference shall be made to the Tender Provisions

SECTION 2-A

GENERAL INSTRUCTIONS TO TENDERERS

The Instructions to Tenderers (General and Particular) will form part of both the Tender Provisions and the Contract. Words and phrases are used in these Instructions (unless the context otherwise requires) in conformity with the usage and definitions given in the Conditions of Contract.

1. Introduction

In the event of a discrepancy between the provisions set in this document and the provisions set in the Tender Provisions, the latter ones will prevail.

2. Tender Documents

Reference shall be made to the Tender Provisions.

3. Confidential Documents

Reference shall be made to the Tender Provisions.

4. Discrepancies, Doubts and Obscurities

Reference shall be made to the Tender Provisions.

5. Addenda (Amendments) and Circulars (Response to Queries)

Reference shall be made to the Tender Provisions.

6. No Alterations to the Tender Documents

Reference shall be made to the Tender Provisions.

7. Tender Documents to be completed

Reference shall be made to the Tender Provisions.

8. Submission of Tenders

Reference shall be made to the Tender Provisions.

9. Validity of Tenders

Reference shall be made to the Tender Provisions.

10. Tender without Qualification

Reference shall be made to the Tender Provisions.

11. Tender Bond

Reference shall be made to the Tender Provisions.

12. Currency of Contract

Reference shall be made to the Tender Provisions.

13. Language of Contract

Reference shall be made to the Tender Provisions.

14. Post Tender Clarifications

Reference shall be made to the Tender Provisions.

15. Costs of Tendering

Reference shall be made to the Tender Provisions.

16. Acceptance or Rejection of Tenderer's Tender

Reference shall be made to the Tender Provisions.

17. Governing Laws & Compliance with Labour Regulations and Codes

Not Used

18. Trade Names, Manufacturer's Names and Model Numbers

The Tenderer shall disregard all references to manufacturers, trade names or brand names, model numbers and foreign certification marks that may appear in the Tender Documents. Kite mark and other foreign certification marks and certification for materials and equipment required from Original Equipment Manufacturers (OEM) are not permissible in this Contract even though mentioned in the specification.

19. National and International Standards

National Standards shall take precedence over international standards in the specification of materials, equipment, and workmanship for the works. Reference numbers of national and international standards such as OS, OES, BS, ASTM, etc. shall mean the latest revision of such standards current at the time of Tender.

20. Standard Forms

A set of standard forms prepared by INVITALIA is included in this Tender Specifications. These forms are for the information of the Tenderer and unless otherwise indicated in the Tender Provisions or the Instructions to Tenderers need not be completed.

SECTION 2-B

PARTICULAR INSTRUCTIONS TO TENDERERS

The Instructions to Tenderers (General and Particular) will form part of both the Tender Provisions and the Contract. Words and phrases are used in these Instructions (unless the context otherwise requires) in conformity with the usage and definitions given in the Conditions of Contract.

1. Tender Documents

The Tender Documents issued for Tendering comprises of:

- a) Tender Provisions and the relevant Annexes;
- b) Tender Specifications and the relevant Annexes.

2. Site Inquiry

If the Tenderer wishes to visit the site, he must, at his own expense, submit a request to the Organizer. At the date of the initiation of this procedure, the site is still not accessible. The Contracting Station is exempt from any liability resulting from any denials by the Organizer.

The inspections are not mandatory for participation in this tender procedure.

In any case, the Tenderer must carefully examine the Tender Documents and satisfy himself as to the tasks, risks, obligations, and responsibilities to be undertaken in the Contract. Notwithstanding the information provided in the Tender Documents, the Tenderers must, prior to submitting the Tender, make independent inquiry and familiarize themselves as to the Works forming the subject of this project as well as the prevailing site conditions including access to the site, supply of water and electricity, availability of labour and materials, laws and bylaws, insurance of persons and property and must investigate and obtain information on all matters necessary for the preparation of the Tender or may in any way affect the works, prices, risk or obligations of the Tenderer. The Tenderer must consider all matters and possible contingencies, which may affect the entire Scope of Works.

Any neglect or failure on the part of the Tenderer to obtain reliable information at site or elsewhere or on any other matters affecting the execution and completion of the Works of this contract shall not relieve the accepted Tenderer from any risks or liabilities or from the responsibilities of completing and handing over the Works. No claims whatsoever for any expenses no matter how they arise shall be considered or entertained by the Employer under the plea of lack of information.

3. Tenderer's Liability during Site Inspection

Persons, firms or companies proposing to Tender and any of their servants or agents will release and indemnify the Employer and the EXPO Organization and his servants and agents, from and against all liabilities in respect of, and will be responsible for, personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses

however caused (whether by the act or neglect of the Employer or his servants or agents or not), which, but for the exercise of such permission would have not arisen.

4. Preparation of Tenders

Before submitting the Tender, the Tenderer shall read the Tender Documents carefully and satisfy himself of the tasks, risks, obligations, liabilities and responsibilities to be undertaken in the Contract. The Tenderer shall acquaint himself with the Conditions of Contract, the laws of Japan, and the laws of the Republic of Italy, the site of work and specification of the equipment specified in the Tender Documents.

5. Provisional Sums and Provisional Quantity

Reference shall be made to the Tender Provisions.

6. No Adjustment of Unit Rates

The attention of the Tenderer is drawn to the fact that this Contract does not include a variation of unit rates (labour, materials and constructional plant) clause. The Tenderer must include in his rates and prices an allowance for any possible increases in the cost of labour, materials and constructional plant which may occur after the submission of the Tender and during the period of the Contract except for increases that may be reimbursable under Clause 13.7 of the Conditions of Contract.

7. Documents accompanying the Tender

Reference shall be made to the Tender Provisions.

8. Tenderer's Technical Submission

Reference shall be made to the Tender Provisions.

9. Performance Bond

The successful Tenderer will be required to provide a Performance Bond (as defined in Clause 4.2 of the Conditions of Contract) to the value of five percent (10%) of the Contract Value, obtained from any Bank or Insurance Company validly operating in both the Republic of Italy and Japan and valid for the whole of the Contract and Maintenance Period and, in case of activation of the demolition of the Pavilion, until the end of this. The Performance Bond will be retained by the Employer during the Contract and Maintenance Period and will be returned to the Contractor upon the satisfactory completion of the Maintenance Period. The wording of the Performance Bond shall be as per the prescribed "Form of Performance Bond" included in this

Tender Specifications: it shall be autonomous, payable on first demand, unconditional and irrevocable guarantee.

The Performance Bond shall be supplemented by the successful Tenderer on the Employer's request in the event of Contract Value increase, even if the demolition option is activated.

Failure to execute the formal contract and to provide a Performance Bond within this period will cause the Tender Bond to be forfeited.

10. Documents available for Inspection by Tenderers

Reference shall be made to the Tender Provisions.

11. Insurances

The successful Tenderer will be required to obtain all the insurances stipulated in the Conditions of Contract and to lodge them with the Employer or to furnish an indemnity bond from any Bank or Insurance Company validly operating in both the Republic of Italy and Japan indemnifying and saving harmless the Employer from loss which may be caused to him by his defaults to obtain insurance accordingly, within seven (7) days of receipt of Engineer's order to commence the Works. All Insurances for the Activities shall be in accordance with the relevant EXPO 2025 provisions.

12. Government Permits

The successful Tenderer shall be required to obtain all necessary Government permits in connection with the Works and pay all charges and fees in connection thereto.

13. Alternative Tenders

The Tender shall be submitted solely on the basis of the Tender Documents issued to the Tenderers.

14. Compliance with Expo 2025 Requirements

Contractor's shall be in compliance with the regulations provided by the Organizers of Expo 2025 Osaka and all other requirement, regulations, bylaws, rules, orders or operational guidelines issued by or on behalf of the Organizers of Expo 2025 Osaka.

15. Compliance with Expo 2025 Workers' Welfare Minimum Assurance Standards

The Contractor shall comply with worker safety regulations in accordance with applicable local regulations and as established by the Expo 2025 Organization.

SECTION 3

EVALUATION SYSTEM

Reference shall be made to the Tender Provisions

SECTION 4

SCOPE OF WORKS

1. Scope Of Works

Reference shall be made to the Tender Provisions.

SECTION 5 - A

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

PART 1: GENERAL CONDITIONS

General Conditions of Contract shall be the *“Conditions of Contract for Plant & Design-Build (First Ed, 1999-Yellow Book) Contracts Format: Part I & Part II separated. For Electrical & Mech. Plant & For Building & Engineering Works Designed by the Contractor. Gen. Conds; Guidance for the Prepn of Conds of Particular Application; Forms of Tender..*

General Conditions of Contract shall be read in conjunction with the Conditions of Particular Application (Conditions of Contract – Part II) which shall extend, override and/or modify the General Conditions of Contract. In so far as any of “Particular Conditions” may conflict with or be inconsistent with any “General Conditions”, the “Particular Conditions” shall take precedence over the “General Conditions” in the implementation of the Contract.

All provisions of all Articles not specifically amended herein shall remain in full force and effect.

PART 2: CONDITIONS OF PARTICULAR APPLICATION

AMENDMENTS TO THE GENERAL CONDITIONS

| CLAUSE 1 – GENERAL PROVISIONS | | |
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| 1.1.1.3 (a) | “Effective Date” | Insert the following new definition "Effective Date of Contract" means the date on which the Contract shall become effective for the relevant parties, that is, the Italian Commissioner and the Contractor. The contract shall be effective when both the parties will have signed it, informing each other of the relevant signature. |
| 1.1.1.5(a) | “General Regulations” | Add the following new Sub-Clause: “means the regulations prepared by the Organizers of Expo 2025 Osaka - Japan.” |
| 1.1.1.9 | ”Appendix to Tender Specifications” | Delete this Sub-Clause in its entirety and replace with: “means the completed pages entitled Appendix to Tender Specifications which are appended to and form part of the Tender Specifications” |
| 1.1.2.4.(a) | “Project Manager” | Add the following new Sub-Clause: “means the person named as Project Manager in the Appendix to Tender or other person appointed from time to time by the Employer and notified to the Contractor.” |
| 1.1.2.6 | “Employer’s Personnel” | Insert the words “the Project Manager,” after the word “means” in the first line. |
| 1.1.2.9 | “DAB” | Delete this Sub-Clause in its entirety, and any further reference to DAB in the remainder of the Contract shall be deleted. |
| 1.1.6.1 | “Contractor’s Documents” | Delete this Sub-Clause in its entirety and replace with: “Contractor’s Documents means all designs, drawings, Shop Drawings, method statements, computer software, reports, studies, manuals, models, plans, specifications, samples, calculations, photographs, and any other materials, documents or information (including information held in electronic form) produced by or on behalf of the Contractor and provided to the Engineer or the Employer relating to the Works.” |
| 1.1.6.1(a) | "Shop Drawings" | Add the following new Sub-Clause: |

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| | | "'Shop Drawings' (as may also be referred to as Working Drawings): means Drawings prepared by the Contractor on the basis of the Engineers Drawings and/or requirements stated in the Contract Documents, and submitted to the Engineer for review and approval." |
| 1.1.6.2 | "Country" | Delete this Sub-Clause in its entirety and replace with: "Country means the Japan". |
| 1.1.6.5 | "Laws" | Delete this Sub-Clause in its entirety and replace with: "Laws means any government legislation, statutes, ordinances, decrees and the like and the regulations and bylaws of any legally constituted authority of the Country, applicable in Japan and in the Republic of Italy as stated in the Tender Provisions" |
| 1.1.6.8 | "Unforeseeable" | Delete this Sub-Clause in its entirety and replace with: "Unforeseeable" means not reasonably foreseeable by a suitably qualified Contractor having experience of carrying out design and work in projects of a similar type, nature and complexity to the Works and against which suitable preventative steps could not be taken by such Contractor." The participation to the Tender procedure and the subscription of the Contract implies for the Contractor the acceptance of it being suitably qualified and having experience of carrying out design and work in projects of a similar type, nature and complexity to the Works. |
| 1.4 | Law and Language | Delete this Sub-Clause in its entirety and replace, under the same title, with following: "The Contract shall be governed and interpreted in accordance with the Laws and Regulations of the Republic of Italy." The execution of the design and works under this contract shall be governed by the laws of Japan and EXPO 2025 Osaka regulations. If there are versions of any part of the Contract which are written in more than one language, the version in the English language shall prevail. The ruling language of the Contract and the language for communication shall be the English language. Notwithstanding the foregoing, the Contractor shall (i) adhere to any Laws and regulations of Japan or the Employer requiring the submission of the certain documents in japanese |

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| | | and (ii) arrange, at the Contractors's own expense, for such translations from English to Japanese and Japanese to English as may be required to facilitate the performance of the Works." |
| 1.5 | Priority of Documents | <p>Delete the listed items (a) - (h) in the first paragraph and replace with the following items:</p> <ul style="list-style-type: none"> (a) The Contract Agreement (b) Tender Provisions and the relevant Annexes (c) Tender Specifications and relevant Annexes (d) Part II – Conditions of Particular Application (e) Part I - General Conditions (f) Post Tender clarifications and Addenda (if any) (g) Contract Drawings (h) Technical Specification (i) Priced Offer Bill of Quantities (j) The Schedules (k) Any other documents forming part of the Contract" |
| 1.6 | Contract Agreement | Replace the term of 28 days with 45 days and the wording "by the Employer" at the end of the paragraph with "by the Contractor" |
| 1.7 | Assignment | <p>Delete this Sub-Clause and replace with:</p> <p>"Except as provided under Sub-Clause 4.4 [<i>SubContractors</i>], the Contractor shall not assign or transfer all or any of its rights or obligations under this Contract, nor shall any share or interest therein in any manner or degree be transferred or assigned by the Contractor, directly or indirectly, without the prior consent in writing of Employer. The Employer shall not be liable to the Contractor in any manner for refusing approval for any such proposed assignment or transfer. Any attempt by the Contractor to assign or transfer its rights, obligations or interest under the Contract without compliance with this Sub-Clause 1.7 [<i>Assignment</i>] shall be void and without effect. Notwithstanding assignment or transfer to which the Employer has given consent, the Contractor shall be and remain solely responsible for the quality and proper execution of Works, shall remain responsible for the performance of assignee or transferee and shall remain liable for any breach of this Contract.</p> <p>The Employer shall have the right to freely assign its rights and/or obligations under this Contract. In such cases the Employer shall inform the Contractor at the time of such assignment. Without prejudice to the generality of the</p> |

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| | | <p>foregoing, the Employer may assign its rights and obligations under the Contract to any Lender by notice in writing the Contractor at any time without the Contractor's consent and the Contractor shall enter into such further documentation as may be required to effect such assignment provided that no such assignment shall alter any other terms of the Contract.</p> <p>The Employer shall also have the right, at any time on or after the Commencement Date, to novate the Contractor's contract or purchase orders entered into by the Employer with third parties for provision of services and materials in connection with the Works (if any). The Contractor shall enter into such further documentation per the terms agreed by the Employer as may be required to effect such novation."</p> |
| 1.8 | Care and Supply of Documents | <p>Add at the end of this Sub-Clause:</p> <p>"The Contractor shall be responsible for verifying the coordination of the Contract Drawings and Specifications and shall develop and prepare Contractor's Documents as required by the Specifications and as further requested by the Engineer for the Engineer's approval.</p> <p>The Contractor's Documents shall be submitted to the Engineer for approval at least 21 days before they are required for use. If such a document fails to comply with the Contract it shall be rectified and resubmitted for the Engineer's approval at the Contractor's cost. Manufacturing or construction shall not commence on any part of the Permanent Works until the Engineer has approved the Contractor's Documents for that part of the Works.</p> <p>If the Contractor wishes to modify any previously approved Contractor's Document, he shall immediately notify the Engineer and submit revised documents for approval.</p> <p>The Contractor at his cost shall rectify his errors, omissions, ambiguities, inadequacies and other defects in his documents, notwithstanding any previous consent or approval by the Engineer.</p> <p>Approval by the Engineer shall not relieve the Contractor of any of his responsibilities under the Contract.</p> <p>For work that the Specification requires the Contractor to produce Shop Drawings, the Engineer's Drawings shall be deemed to illustrate the design criteria. The Contractor shall satisfy himself as to the sufficiency of the Engineer's Drawings with regard to design criteria.</p> |

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| | | <p>The Contractor shall effect the necessary co-ordination of details shown in his Shop Drawings and if, in producing Shop Drawings, he proposes an alteration to the Engineer's Drawings which are subsequently approved by the Engineer, then the Contractor will be responsible for any variation in cost and time.</p> <p>The Contractor shall appoint a Senior Qualified Engineer with sufficient supporting technical staff to ensure continuous production and co-ordination of Shop Drawings throughout the progress of the Works, all in accordance with the requirements of this Clause.</p> <p>By submitting Shop Drawings and samples, the Contractor thereby represents that he has determined and verified all dimensions (including site measurements), quantities, relations to existing work, co-ordination with work to be installed later, co-ordination with information on previously approved shop drawings and samples, and verified their compliance with all the requirements of the Contract Documents. In reviewing Shop Drawings and samples, the Employer and Engineer shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.</p> <p>Shop Drawings and samples for each system of work shall be submitted in a single package. Samples shall be identified by a permanent label giving the manufacturer's name and trade name, material types, intended application, project name, Contractor's name and Sub Contractor's or Supplier's name and date of submission. Manufacturer's data sheets and installation directions shall be provided with each sample. The Contractor shall pay all costs related to provision of samples.</p> <p>In all cases the Contractor shall be responsible for the timely submission of Contractor's Documents to ensure that the process of submittals and approvals does not affect progress on site.</p> <p>All costs in connection with preparation and submission of Contractor's Documents shall be deemed to be included in the Accepted Contract Amount."</p> |
| 1.13 | Compliance with Laws | <p>Insert after 'defects' in line 3 of Sub-Clause 1.13(b):</p> <p>"including any Municipality completion certificates and approvals of all installations from relevant authorities prior to the Taking-Over of the Works".</p> |

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| | | <p>Insert additional sub-paragraphs:</p> <p>“(c) The Contractor shall submit to the Engineer a copy of any permit, license or registration certificate as the Engineer shall reasonably request prior to the submission of the first Statement under Sub-Clause 14.3 [<i>Application for Interim Payment Certificates</i>].</p> |
| 1.14 | Joint and Several Liability | <p>Insert an additional paragraph at the end:</p> <p>“Where the Contractor is a subsidiary or related company of another company, the Employer may, at its sole discretion, require a parent company guarantee (“Parent Company Guarantee”) in the form set out in the Annexes to the Particular Conditions to be provided by the ultimate parent company or a subsidiary or a sister company of the Contractor underwriting the performance of the Works by the Contractor.”</p> |
| CLAUSE 2 – THE EMPLOYER | | |
| 2.1 | Right of Access to the Site | <p>Insert new paragraph at the end of this Sub-Clause:</p> <p>“Use of the Site shall confer on the Contractor a right to only such use and control of the Site as is necessary to enable the Contractor to carry out the works, and shall be subject to any restrictions or other matters set out in the Contract or as may be notified by the Employer from time to time. The Contractor shall not have exclusive use of the Site and may be required to share use of the Site with others.</p> <p>The Contractor shall ensure that all operations related to the Works including loading and off-loading are restricted within of confines of the project and the Contractor shall execute such works and carry his operations without impacting the adjacent facility.”</p> |
| 2.2 | Permits, Licenses or Approvals | <p>Delete this Sub-Clause and replace with:</p> <p>“The Employer shall (where he is in a position to do so) provide reasonable assistance to the Contractor at the request of the Contractor for applications for any permits, licenses or approvals required either to commence or complete the works or which the Contractor is required to obtain under Sub-Clause 1.13 [<i>Compliance with Laws</i>], This assistance shall be limited to provision by Employer of necessary letters of assistance to the relevant Government Authority provided that the Contractor shall be liable for all costs incurred by the Employer in complying with the Contractor’s requests</p> |

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| | | <p>pursuant to this Sub-Clause 2.2 [<i>Permits, Licenses or Approvals</i>].</p> <p>Notwithstanding the above, the Contractor shall have sole responsibility to acquire all the permits, NOC's, licenses, approvals, or clearance certificates on the times necessary to achieve compliance with the project commencement and completion dates and the Programme including secure the project with permanent utilities' connections. The project shall not be considered as substantially complete unless the building completion certificate is obtained from the authorities and all permanent utilities are connected and commissioned to the Employer's satisfaction.</p> <p>The Contractor shall be fully responsible for obtaining, on his own expense, at the appropriate time, all temporary works permits and temporary access permits necessary to commence and execute the Works in accordance with the Contract and the relevant Laws. The Contractor shall be responsible for liaising with all authorities and to manage their inspections, if any, necessary for receiving the building permit and completion certificate."</p> |
| 2.4 | Employer's Financial Arrangements | Delete this Sub-Clause in its entirety. |
| 2.5 | Employer's Claims | <p>Delete this Sub-Clause and replace with:</p> <p>"If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, the Employer shall so advise the Contractor giving particulars thereof. Employer shall have the right to deduct any such amounts from payments due to the Contractor.</p> <p>Without prejudice to the generality of the foregoing, Employer may, in addition to any other amounts to be retained hereunder, retain from any sums otherwise owing to Contractor amounts sufficient to cover the full costs of any of the following:</p> <ul style="list-style-type: none"> (a) Contractor failure to comply with any material provision if this Contract or Contractor's acts or omissions in the performance of any part of this Contract, including, but not limited to, violation of any applicable Law, including those regarding safety, hazardous wastes of materials or environmental requirements; (b) Correction of defective or non-conforming work by redesign, repair, rework, replacement or other |

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| | | <p>appropriate means when Contractor states, or by its actions indicates, that it is unable or unwilling to proceed with corrective action in a reasonable time; and/or</p> <p>(c) Employer agrees to or is required to take action or perform work or rework for Contractor, such as clean-up, off-loading or completion of incomplete work</p> <p>Employer may also back charge the Contractor for work done or cost incurred by Employer to remedy these or any other Contractor defaults, errors, omissions or failures to perform or observe any part of this Contract.</p> <p>The back charge notice may request Contractor's concurrence for Employer to proceed with the required action or work. Contractor's failure to concur shall not impair Employer's right to proceed with the action or work under this or any other provision of this contract.</p> <p>Employer may separately invoice Contractor for backcharges, or may provide written notice to Contractor of its intention to withhold such sums from payment otherwise due to the Contractor and may thereafter withhold such sums in accordance with the notice. Employer's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or at Law.</p> <p>The performance of back charge work by Employer shall not relieve Contractor of any of its responsibilities under this Contract including but not limited to express or implied warranties, specifies standards for quality, contractual liabilities and indemnifications, and meeting project completion date."</p> |
| CLAUSE 3 – THE ENGINEER | | |
| 3.3 | Instructions of the Engineer | <p>Add the following new Sub-Clause:</p> <p>"All instructions from the Engineer or delegated assistant to the Contractor shall be in writing. Verbal instructions have no basis under the Contract except for matters relating to safety which will be confirmed by the Engineer within seven (7) days of the verbal instruction in writing.</p> <p>Except as provided above, all actions taken by Contractor on the basis of verbal instructions are entirely at Contractor's risk."</p> |

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| 3.4 | Replacement of the Engineer | <p>Delete this Sub-Clause in its entirety and replace, under the same title, with:</p> <p>“If the Employer replaces the Engineer, the Employer shall give notice to the Contractor, not less than 10 days before the intended date of replacement, of the name, address and contact details of the replacement Engineer. From the date of appointment of the replacement Engineer, the Contractor must observe and perform his obligations under this Contract which related to the Engineer as if the replacement Engineer was named as the original Engineer of the Contract.”</p> |
| 3.6 | Contract Manager Duties and Authorities | <p>Add the following new Sub-Clause:</p> <p>“The Employer has appointed Invitalia in the capacity of Contract Manager of the Contract and has delegated to it the Employer’s contract administration responsibilities. The Employer shall be entitled to remove or replace the Contract Manager. If the Employer removes or replaces the Contract Manager, the Employer shall notify the Contractor in writing of the name, address and contact details of the new Contract Manager. The appointment of the Contract Manager shall have no effect on the duties, responsibilities and authority of the Engineer except where expressly provided by the Contract.”</p> |
| 3.7 | Inspection for Authority Certificate of Completion | <p>Add the following new Sub-Clause:</p> <p>“Upon the written request of the Contractor to the Engineer, the Engineer will issue a letter stating the Works are sufficiently complete to allow the Authority’s inspection for the Completion Certificate to take place, provided always that the Engineer shall be satisfied that the Works are complete to this extent. If the Works are not complete to the satisfaction of the Engineer, the Contractor will be required to complete the necessary works and issue a further request.”</p> |
| CLAUSE 4 – THE CONTRACTOR | | |
| 4.1 | Contractor’s General Obligations | <p>Add the following paragraph at the end of Sub-Clause 4.1:</p> <p>“The Contractor is deemed to have reviewed and verified the Contract documents and give prompt notice to the Employer, during the Tender period, of any error, omission, fault or other defect in the, specifications or in the Tender documents for the activity, which he discovers when reviewing or verifying the documents or which he could have discovered as an experienced Contractor. Failure to do so will disallow the Contractor from submitting any claim for cost or time</p> |

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| | | <p>extension in respect to the errors or discrepancies found in the Contract Documents.</p> <p>The Contractor shall be responsible for coordination with other Contractors employed by the Employer at any stage of the execution of the activities. Prior to and during the execution of the design and works.</p> <p>Notwithstanding any provision to the contrary in the Contract, the Contractor shall be responsible for executing any part or aspect of the Activities not expressly detailed in the documents furnished to the Contractor or not specified in the Contract, but which are necessary for the proper execution and completion of the design and Works in accordance with the provisions of the Contract, local and internationally accepted economic and demographic construction practices and to ensure the design and the Works are fit for the purpose for which they are intended, such activities shall be performed by the Contractor and are deemed to be included in, and to form part of, the Activities to be executed under the Contract.</p> <p>All costs relate to this specific functions shall be deemed to be included in the Contract Value.”</p> |
| 4.2 | Performance Security (Bond) | <p>Add the following new paragraphs:</p> <p>“If the Contract Value increases by more than 10%, for any reason, the Contractor must immediately provide the Employer with further security or an amended Performance Security to cover the increased value.</p> <p>The Performance Security (Bond) and any further security shall be governed by and construed in accordance with the Laws of the Republic of Italy.</p> <p>Performance Security (Bond) shall be a guarantee, issued by Bank or Insurance Company validly operating in both the Republic of Italy and Japan and valid for the whole of the Contract and Maintenance Period. The Performance Security shall be prior approved by the Employer. It shall be an autonomous, payable on first demand, unconditional and irrevocable guarantee.”</p> |
| 4.3 | Contractor’s Representative | <p>Add the following at the end of paragraph 6:</p> <p>“Any delegation shall not take effect without written consent of the Engineer.”</p> <p>Add the following new paragraph:</p> <p>“The Contractor shall provide CVs of Contractor’s Representative and other Contractor’s key staff for Engineer’s</p> |

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| | | approval. If the Engineer at any time considers that the Contractor's Representative or a member of Contractor's staff is incompetent or unreasonable, the Engineer shall notify the Contractor; on receipt of such notice the Contractor shall immediately propose an alternative for Engineer's approval." |
| 4.5 | Nominated subcontractor | Delete the text of the clause 4.5 and add the next clauses |
| 4.5.1 | Definition of "nominated Subcontractor" | <p>In the Contract, "nominated Subcontractor" means a Subcontractor:</p> <p>(a) who is stated in the Contract as being a nominated Subcontractor, or</p> <p>(b) whom the Engineer, under Clause 13 [Variations and Adjustments], instructs the Contractor to employ as a Subcontractor</p> |
| 4.5.2 | Objection to Nomination | <p>Even if the nominated SubContractor is already stated in the Contract, in any case the Contractor shall not be under any obligation to employ a nominated SubContractor against whom the Contractor raises reasonable objection by notice to the Engineer as soon as practicable with supporting particulars. An objection shall be deemed reasonable if it arises from any of the following matters, unless the Employer agrees to indemnify the Contractor against and from the consequences of the matter:</p> <p>(a) There is substantial conclusive evidence that the SubContractor does not have sufficient competence, resources or financial strength.</p> <p>After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this matter. At the event the SubContractor was determined as incapable; then the Employer shall within reasonable time nominate a new nominated SubContractor without entitling the Contractor to additional cost or extension of time, and the Contractor shall endeavour to recover for any delays caused due the unsuccessful nomination</p> |
| 4.5.3 | Payments to nominated Subcontractors | The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with subparagraph (b) of Sub-Clause 13.5 [Provisional Sums], except as stated in Sub- Clause 4.5.4 [Evidence of Payments]. |

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| 4.5.4 | Evidence of Payments | <p>Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:</p> <p>(a) submits this reasonable evidence to the Engineer, or</p> <p>(b) (i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and</p> <p>(ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,</p> <p>then the Employer may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.</p> |
| 4.5.5 | Termination of Nominated Subcontract | <p>No subcontract under which a nominated SubContractor has been employed shall be terminated by the Contractor without the consent of the Employer</p> |
| 4.6 | Co-operation | <p>Insert after the words "public authorities" in sub-paragraph (c) of the first paragraph the words "or public utility service providers,".</p> <p>Insert at the end of the first paragraph the words "Where there is an interface between the Works and work to be done by other Contractors, the Contractor shall make the necessary surveys of the work done by the other Contractors and shall adjust the design of the Works as required to properly complete the interface".</p> <p>Delete the second paragraph and replace by the following:</p> <p>"Any such instruction, save insofar as it concerns any safety issue for which the Contractor is responsible, shall constitute a Variation if and to the extent that it causes the Contractor to incur Unforeseeable Cost (In this regard it is agreed that the Contractor could reasonably foresee the activities of the Employer's personnel, other Contractors and personnel of public authorities or public utility service providers, referred</p> |

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| | | <p>to in the Contract Documents). Services for these personnel and other Contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.</p> <p>In execution of the Activities the Contactor shall:</p> <ul style="list-style-type: none"> (a) Permit and facilitate the execution of Related Works on Site by other parties. (b) Fully and actively cooperate with all parties undertaking Related Work and jointly with them prepare coordination drawings taking account of such Related Work. (c) Where necessary or where directed by the Employer arrange and/or attend meetings with parties undertaking Related Work and use his best endeavours to ensure that no interruption or interference is caused by or to any such parties. (d) Satisfy itself in adequate time before commencing any part of the Works as to the position, dimensions and suitability of any previous Related Work forming part of the Project which might in any way affect the Works and advise the Employer in writing if such previous Related Work is out of position, wrongly dimensioned or in any other way unsuitable, so as to minimize any resultant interruption or interference. <p>In the event that the Contractor and any other parties undertaking Related Work cannot, by all reasonable means, reach agreement on the activities to be coordinated and access for the construction of the Works and/or the Related Works, the Engineer shall be entitled to instruct the Contractor (and/or any other parties undertaking Related Work) as to the interface between the Works and the Related Work. Such instructions and activities shall not be construed as a Variation or form a basis for a claim for additional time or money.</p> <p>In the event that the Engineer/Contract Manager instructs the Contractor to undertake additional design and work, then such additional activities may be treated as a Variation in accordance with Clause 13 [Variations].</p> <p>The Contractor shall indemnify the Employer against the claims of any such other parties undertaking Related Work for loss or expense for which the Contractor is responsible if and to the extent that in relation to such matters all parties</p> |
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| | | responsible for the Related Work comply with the provisions of the Time for Completion”. |
| 4.8 | Safety Procedures | <p>Delete item (d) and replace it with “provide and maintain fencing, lighting, warning signs, guarding and watching of the Works where necessary or required by the Engineer or by the Organisers of Expo 2025 Osaka or Statutory Authority or any other duly constituted authority for the protection of the Works or for the safety and convenience of the public or others until completion and taking over under Clause 10 [Employer’s Taking Over], and.”</p> <p>Insert the following paragraphs at the end of the Clause:</p> <p>"If the Engineer deems that the conditions on the Site constitute a serious risk to safety and health of those on Site or in the locality of the Site, the Engineer may, in its absolute discretion, suspend the carrying out of the whole or any part of the Works by the Contractor and any such suspension shall not give rise to an entitlement on the part of the Contractor to make any claim for an extension of time under Sub-clause 8.4 or for additional monies. The Contractor will be given a seven-day notice period to rectify any such unsafe conditions and the Employer may, at the cost of the Contractor, employ an independent full time health and safety manager for the Site. If Contractor fails to rectify the unsafe conditions within the notice period and has not undertaken any corrective action to rectify such unsafe condition, then the Employer shall be entitled to terminate the Contract under Sub-Clause 15.2."</p> |
| 4.10 | Site Data | <p>Add the following at the end of the Sub Clause:</p> <p>"The Contractor is deemed to have examined and considered the Site and its surrounds, satisfied himself of the nature of existing buildings and land in the vicinity of the proposed Works, the nature of the existing roads, the access to and egress from the site and Works, and the available land and utilities for temporary purposes (inside or outside the Site).</p> <p>Any neglect or failure on the part of the Contractor to have obtained reliable information of the Site shall not relieve the Contractor from any risks or liabilities or from the responsibility of completing and handing over the Works."</p> |
| 4.12 | Unforeseeable Physical Conditions | At the end of the second paragraph, add the words “but, in any event, not later than seven days after first encountering the adverse physical condition.” |

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| | | <p>Delete the word “and” and the item (ii) in the final sentence of paragraph 5 and replace with:</p> <p>“(ii) whether Clause 13 [Variations and Adjustments] shall apply, and</p> <p>(iii) the Contractor’s entitlement, if any, pursuant to sub-paragraphs (a) and (b) above and Sub-Clause 20.1 [Contractor’s Claims] to the extent that the same is not recoverable by the Contractor pursuant to any other provision of the Contract.”</p> <p>In paragraph 6, replace the reference to (ii) in the first sentence to (iii).”</p> |
| 4.14 | Avoidance of Interference | Add before the final paragraph the words “The Contractor shall cooperate with the relevant to accomplish the foregoing.” |
| 4.18 | Protection of the Environment | In the second paragraph, replace the word “Specification” with “Contract Documents and applicable regulations of the Organisers of Expo 2025 Osaka and Statutory Authorities”. |
| 4.21 | Progress Reports | <p>Insert two new sub-paragraphs after sub-paragraph (h):</p> <p>“(i) cost reporting in a format which shall be submitted by the Contractor for the Engineer’s review, including but not limited to projected cash flow, status of Variations and forecast of the Final Account.</p> <p>(j) a diary recording weather and sea conditions (if applicable) and major events on site.”</p> |
| 4.23 | Contractor’s Operations on Site | <p>Add to the end of the first line of the first paragraph “, all in accordance with the requirements of the Organisers of Expo 2025 Osaka”.</p> <p>In the third paragraph, replace the words “Upon the issue of a Taking-Over Certificate” by the words “Prior to the issue of a Taking-Over Certificate”.</p> |
| 4.25 | Site Boards and other Employer’s Site Requirements | <p>Add the following new Sub-Clause:</p> <p>“The Contractor shall allow for the provision, erection, maintenance and removal of two illuminated site boards in accordance with the Contract Documents, and in accordance with the requirements of the Organisers of Expo 2025 Osaka and Statutory Authorities. Maintenance shall include keeping the signboard in good and functional condition, adding, removing and/or changing the boards as required.</p> |

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| | | The Contractor shall allow for the provision, erection, maintenance and removal of Employer's site offices and Web cameras as detailed in the Contract Documents." |
| 4.26 | Temporary Site Logistics | <p>Add the following new Sub-Clause:</p> <p>"The Contractor shall ensure that his arrangements for temporary site logistics, such as workshops, work yards, site offices, areas for laydown and storage of materials and plant, etc., are in accordance with Statutory Authority requirements and to the approval of the Engineer.</p> <p>If the Contractor requires any additional land for temporary site logistics, he may apply to the Engineer for assistance giving details of his extra requirements. If the extra land cannot be made freely available on the Site, the Contractor shall provide it elsewhere at his own expense."</p> |
| 4.27 | Service Authorities and Utility Connections | <p>Add the following new Sub-Clause:</p> <p>"The Contractor shall be solely responsible for obtaining, executing and maintaining all temporary and permanent utility connections necessary to complete the Works.</p> <p>The Contractor shall be responsible under this Contract to liaise with the Organisers of Expo 2025 Osaka and all Statutory Authorities, with the assistance of the Engineer where necessary, to ensure that the work whether for temporary or permanent utilities is carried out to their latest regulations and rules regardless of the fact that the Engineer has already liaised with such Authorities prior to the award of this Contract.</p> <p>Utility connections (where applicable) shall include water (potable and non-potable), power, sewage, storm water drainage, all communications, chilled water and fire hydrants.</p> <p>The Contractor shall carry out all necessary works up to the designated permanent connection point(s). However, the availability of such permanent utilities shall not be the responsibility of the Contractor.</p> <p>Permanent connection dates are to be reviewed and agreed in conjunction with the Engineer. Permanent utility connections are to be assumed only for final commissioning prior to Completion only.</p> <p>The Contractor shall plan, coordinate and execute the permanent utility connections including the payment directly to the relevant authority of all connection charges and fees which are necessary for the completion of the Activities.</p> |

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| | | <p>Where permanent connection charges and or fees are included within the Bill of Quantities as separate Provisional Sum item(s) (e.g. final connection fees, design review fees levied by utility providers), these shall be paid by the Contractor and reimbursed by the Employer at actual cost; the Contractor shall not be entitled to any overheads, profit or mark-up.</p> <p>Where such Provisional Sum does not exist in the Bills of Quantities for connection charges and fees the Contractor shall be deemed to have included for all instances within his Accepted Contract Amount.”</p> |
| 4.28 | Use of Site | <p>Add the following new Sub-Clause:</p> <p>“The following provisions shall be deemed to apply to the possession and use of the Site:</p> <ul style="list-style-type: none"> (a) The Organizers of Expo 2025 Osaka or Statutory Authority may change at any time the access routes to the Site. The Contractor shall comply accordingly and shall have no claim for extension of time or additional payment arising out of any change to access routes. (b) The Contractor shall at any time move any vehicle, machine, vessel or any other obstruction within his control as required by the Engineer. (c) The Contractor shall permit access for the inspection, operation and maintenance of the Works by the Employer, the Organizers of Expo 2025 Osaka, Other Contractors or Statutory Authorities. (d) The Contractor shall not use any portion of the Site for any purpose not connected with the Works. (e) Reasonable safe access shall be maintained for the use of the occupants of adjoining land and properties and for the general public. (f) The Contractor shall allow the Employer and Other Contractors access to and use of the Site to carry out work. If the Employer or Other Contractors require the use of any of the Contractor’s facilities or attendances, these shall be evaluated under Clause 13. (g) The Contractor shall grant full access to the Site to the Organisers of Expo 2025 Osaka, Employer, Engineer, Project Manager and other consultants appointed by the Employer.” |

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| 4.29 | Claims Resulting from Adjoining Sites | <p>Add the following new Sub-Clause:</p> <p>“The Contractor shall properly co-ordinate with all adjoining Contractors regarding access and any simultaneous works affecting the Site. The Contractor shall not be entitled to claim for additional costs or an extension to the Time for Completion.”</p> |
| CLAUSE 6 – STAFF AND LABOUR | | |
| 6.4 | Labour Laws | <p>Add the following paragraphs at the end of Clause 6.4:</p> <p>“The Contractor shall provide for Employee welfare in accordance with the regulations of the welfare guides for Expo 2025 Osaka.”</p> |
| 6.5 | Working Hours | <p>Delete the clause and add:</p> <p>The work may be carried out in multiple shifts, without any suspension, 24 hours a day and 7 days a week, including holidays, compatibly only if permitted by the applicable legal provisions and in compliance with the rules established by the Organization of EXPO 2025 Osaka. The weekly program for the eventual organization of shift work must be submitted for approval to the works manager by the 3rd day of the previous week.</p> |
| 6.7 | Health and Safety | <p>Add the following at the end of this Sub-Clause:</p> <p>“The Contractor shall submit for the Engineer’s approval, not less than fourteen days prior to commencement of the Works at Site, a comprehensive health and safety plan covering all aspects of the Works. Such plan shall comply with the requirements of the Laws and other Statutory Authorities, the Organisers of Expo 2025 Osaka and the Employer.</p> <p>Upon the Engineer’s approval of the health and safety plan, the Contractor shall, for the full term of the Contract, operate and update the approved plan, maintain accurate records of health and safety activities and accidents, and submit regular reports to the Engineer, in accordance with the plan and in the format and intervals approved by the Engineer.</p> <p>The Contractor shall immediately report to the Engineer details of any accident on or about the Site or in connection with the execution of the Works. The Contractor shall also report such accidents to the appropriate Statutory Authorities in accordance with their requirements, applicable regulations and the Laws.”</p> |

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| 6.12 | Observance by SubContractors | <p>Add the following new Sub-Clause:</p> <p>“The Contractor shall be responsible for observance by his subContractors of the requirements of this Clause 6.”</p> |
| 6.13 | Anti-Bribery and Corruption | <p>Add the following new Sub-Clause:</p> <p>“In addition to the obligations undertaken by the Contractor, provided for by the Protocol, signed by the Commissioner and the Italian Anti-corruption Authority of October 12, 2018, and set forth by the Tender Provisions:</p> <ol style="list-style-type: none"> 1. The Contractor shall, in respect of this Contract and all activities and transactions arising out of or in connection with this Contract, comply at all times with the Anti-Bribery Laws applicable to it. 2. The Contractor warrants and represent that he and his agents, employees, Affiliates and SubContractors have not given and shall not give or offer to give (directly or indirectly) to any Person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward: <ul style="list-style-type: none"> (a) for doing or forbearing to do any action in relation to the Contract, or (b) for showing or forbearing to show favour or disfavor to any Person in relation to the Contract. 3. The Contractor shall co-operate with the Employer and/or any Governmental Authority in relation to any written or oral inquiry or investigation in respect of matters relating to bribery and corruption. 4. The Contractor shall at all times, in connection with the Contract, and any and all transactions contemplated by the Contract, apply effective anti-bribery and corruption reporting and disclosure controls and procedures; and shall at all times maintain internal accounting systems that are sufficient to show in reasonable detail full compliance with applicable Anti-Bribery Laws. 5. The Contractor shall indemnify and hold harmless the Employer and the Employer’s Personnel against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of the Contractor’s failure to comply with its obligations under this Clause.” |
| 6.14 | Dress Code and Attendance | <p>Add the following new Sub-Clause:</p> |

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| | | <p>“All Contractors personnel shall be properly dressed displaying identification tags.</p> <p>Attendance shall be accurately recorded at all times and records provided to the Engineer as part of Contractor’s regular daily, weekly and monthly reports.”</p> |
| CLAUSE 7 – PLANT, MATERIALS AND WORKMANSHIP | | |
| 7.1 | Manner of Execution | <p>Insert at the beginning of the first sentence the words ‘Without limiting his responsibilities under Sub-Clause 4.1 [<i>Contractor’s General Obligations</i>]’</p> <p>Add following at the end:</p> <p>“All Plant and Materials forming part of or otherwise supplied in connection with the Works shall:</p> <ul style="list-style-type: none"> (a) be of the respective kinds described in the Contract and, subject to all other provisions of the Contract, be in accordance with the Engineer’s instructions (if any), and (b) be new, of satisfactory quality and free from defects, and (c) not contain or comprise any materials generally recognized as being deleterious not conforming to the Laws and requirements of Statutory Authorities, and (d) be accompanied, if required by the Engineer, by a certificate of the country of origin and/or a certificate of compliance issued by a duly authorized representative of the manufacturer or supplier.” |
| 7.2 | Samples | <p>After the final paragraph, add the following words:</p> <p>"The Contractor may submit proposals for alternative materials or equipment together with full supporting evidence of equivalence and the cost reduction for each alternative proposed. All proposed alternative materials or equipment shall be the equivalent or better, in terms of quality, durability, performance and availability of servicing facilities and spare parts, compared to the specified item. The Engineer will be the sole judge of equivalency."</p> |
| 7.4 | Testing | <p>Add the following at the end of paragraph 2:</p> <p>“Except for tests on Plant and Materials which are stipulated in the Specifications to be carried out at the place of manufacture or other specified place outsideJapan, all tests</p> |

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| | | <p>shall be performed on Site or at approved laboratories within Japan, as directed by the Engineer.”</p> <p>Delete the words “plus reasonable profit” in the item (b) of the paragraph 5.</p> |
| CLAUSE 8 – COMMENCEMENT, DELAYS AND SUPERVISION | | |
| 8.1 | Commencement of Works | <p>Delete this Sub-Clause and replace with:</p> <p>“The Engineer shall give the Contractor a 7 (seven) days’ notice prior to the Commencement Date. The Contractor shall commence the Works on the Commencement Date without delay.”</p> |
| 8.2 | Time for Completion | <p>Delete this Sub-Clause and replace with:</p> <p>“The Contractor shall complete the whole of the Works, and each Section, within the Time for Completion for the Works or Section (as the case may be) specified in the Tenders Provisions and relevant annexes”.</p> <p>The Time for Completion for each Section is identified with a Milestone specified in the Tenders Documents (ref. "Appendix to tender specifications" row 13)</p> |
| 8.3 | Programme | <p>Add at the end of first paragraph:</p> <p>“In addition to the above general requirements, all programmes shall contain:</p> <ul style="list-style-type: none"> (a) supporting narrative and graphical presentations, including work breakdown structure (WBS), project layouts, graphic depiction of the execution strategy and work sequencing; (b) time periods required for the preparation, submittal, and review by the Engineer of all submittals including, but not limited to, drawings, material submittals, subcontractor approvals, method statements, mock-ups, etc.; (c) off-site activities as required for proper execution of the Works, including all approvals, NOC’s and other interaction with Statutory Authorities, service providers, Employer’s operators, Employer’s facilities managers, project neighbours and The Organisers of Expo 2025 Osaka; (d) interfaces with the works of Other Contractors; (e) Employer-supplied items and activities; |

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| | | <p>(f) a Milestone Schedule, including all Contract milestones.</p> <p>(g) Planned dates of equipment, subsystem and system start-up, testing and commissioning.</p> <p>(h) All interface activities between the Contractor, Nominated SubContractors, Other Contractors, suppliers, or the Employer.</p> <p>The programme shall be prepared using Precedence method and Primavera P6 software, R8 or later and provided in PDF and native (XML and XER) formats. The programme shall be a detailed CPM logic linked network with activity durations and fully detailed cost and resource allocations. The network shall be a closed network with all activities having successors linked to an overall completion milestone. The network is to follow the project Work Breakdown Structure (WBS) and Activity Codes providing reference to every phase of the Works, disciplines, areas, trades etc., to establish Level 1, 2 and 3 programme layouts.</p> <p>The network activities shall be sufficiently detailed to provide a meaningful measurement tool for the progress of the Works. The schedule calendars shall include normally observed holidays and rest days within Japan, or elsewhere for offshore procurement operations.</p> <p>The schedule shall generally show the following data for all activities:</p> <ul style="list-style-type: none"> (1) Activity ID (2) Activity description (3) Original Duration (4) Early Start (5) Early Finish (6) Late Start (7) Late Finish (8) Total Float (9) Baseline Start (10) Baseline Finish (11) Baseline Duration (12) Percentage Completion. <p>The programme shall be submitted in a bar-chart format in both software and coloured printed copy. The printed copy</p> |
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| | | <p>shall take precedence over the software copy in the case of any discrepancy between the two.</p> <p>No changes or amendments shall be made to logic or durations of all programmes without previously informing specific details to the Engineer.</p> <p>Based upon the programme, an overall initial S- curve shall be developed to provide a meaningful basis for measurement of overall progress, and shall be cost loaded with Accepted Contract Amount breakdown to a reasonable level of detail and a Cash Flow shall be provided showing planned values.</p> <p>The programme of works shall be the basis for Contractor's progress reporting (refer to Sub- Clause 4.21).</p> <p>Add at the end of last paragraph:</p> <p>"The maximum interval between receipt of the Engineer's comments by the Contractor and resubmission of revised programmes to the Engineer shall be 14 days, until the Engineer recognizes that programme complies with the Contract."</p> <p>Failure of the Contractor to submit the programme of works or any revision thereof may result in the withholding of up to 20% of the cumulative certified payment due to the Contractor until the programme or revision has been submitted.</p> <p>The programme of works shall be the Contractor's sole responsibility, including but not limited to preparation, content, revisions and updating in accordance with the Contract requirements. The database containing all revisions of the programme in PDF and native (XML and XER) formats shall be maintained by the Contractor and made available to the Project Manager, Contract Manager and the Engineer at all times"</p> |
| 8.4 | Extension of Time for Completion | <p>Delete sub-paragraph (e) and replace by the following:</p> <p>"(e) Provided that the Contractor shall have no entitlement to an extension of time for any delay or disruption to the Works caused by any third party save insofar as Sub-Clause 8.5 [Delays Caused by Authorities] is applicable to any such third party."</p> <p>Insert the following paragraph at the end of this Sub-Clause:</p> <p>"Notwithstanding the foregoing, the entitlement of the Contractor to an extension of time shall be subject to the following:</p> |

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| | | <ul style="list-style-type: none"> (i) the Contractor has made reasonable and proper efforts to mitigate such delay; (ii) the Contractor shall not be entitled to a separate extension of time for each one of several causes of delay running concurrently; (iii) any such delay which is concurrent with another delay for which the Contractor is responsible shall not be taken into account; and (iv) the Contractor has complied with Sub-Clause 20.1 [Contractor's Claims]. <p>If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Sub-Clause 20.1 [Contractor's Claims] together with appropriate evidence and detailed proposals consistent with the Contract for overcoming such events and minimizing any adverse effects on the Time for Completion. Contractor shall not be entitled to an extension in the Time for Completion unless the critical part in the Programme approved pursuant to Sub-Clause 8.3 is affected. At such event the Contractor must submit to the Engineer a complete Time Impact Analysis based on the As-Built records and to the satisfaction of the Engineer, after receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters."</p> |
| 8.7 | Delay Penalties | <p>Delete the word 'damages' wherever mentioned in these Particular Conditions and the Conditions of the Contract and replace with the word 'Penalty'.</p> <p>Delete the second paragraph Sub-Clause 8.7 and replace with the following:</p> <p>"The delay penalties under this Clause 8.7 shall not:</p> <ul style="list-style-type: none"> (a) relieve the Contractor from its obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract. (b) affect the substantive remedies available to the Employer provided for in law or this Contract. <p>In addition to the aforementioned penalties the Contractor shall indemnify the Employer against all supervision fees and other charges during the delay period, due to Project Manager / Consultant and the Employer's Representatives.</p> |

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| | | <p>The Employer may, without prejudice to any other method of recovery, deduct the amount of such penalties and fees from any monies due or to become due to the Contractor, or alternatively from the Performance Bond.”</p> <p>Add the following paragraph:</p> <p>“If the Contractor fails to comply with the Time for Completion in accordance with Clause 8.2, for the whole of the design and Works or, if applicable, a Milestone/Section (ref. "Appendix to tender specifications" row 13), then the Contractor shall pay to the Employer the relevant sum equal to 10.000,00€ (Ten thousand Euro), as a penalty for such default for every day or part of a day which shall elapse between the relevant Time for Completion of each Milestone and the actual date of completion of each Milestone as certified by the Engineer, and the date stated in a Certificate of Completion of the whole of the Works or a relevant Section subject to the applicable limit, if any, stated in the Tender Provisions and in Appendix to Tender Specification. The Employer may without prejudice to any other method of recovery deduct the amount of such penalty from any payments due or which may become due to the Contractor. The payment or deduction of such penalty shall not release the Contractor from its obligation to complete the Works or from any other of its obligations and liabilities under the Contract and shall not be construed as a limitation of liability.</p> |
| 8.10 | Payment for Plant and Materials in the Event of Suspension | <p>Delete this Sub-Clause and replace with:</p> <p>The Contractor shall not be entitled to any payment of the value (as of the date of suspension) of plant and/or materials which have not been delivered to Site</p> |
| 8.13 | Obligation to Minimize Delays | <p>The Contractor shall at all times use all reasonable endeavours to minimize any delay in the performance of the Contract that may result due to any reason whether attributed to the Contractor or not.</p> |
| CLAUSE 9 – TESTS ON COMPLETION | | |
| 9.1 | Contractor's Obligations | <p>Insert the following paragraph at the end of this Sub-Clause:</p> <p>“All costs incurred by repetition of tests shall be the responsibility of the Contractor. The Employer shall have the right to deduct these costs from the monies due to the Contractor.”</p> |
| 9.2 | Delayed Tests | <p>Delete '21 days' in paragraphs 2 and 3 and insert '14 days'</p> |

CLAUSE 10 – EMPLOYER’S TAKING OVER

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| 10.5 | Possession of Uncompleted Works | <p>Add the following new Sub-Clause:</p> <p>“The Employer shall be at liberty at any time before the completion of the Works to take possession and use any part of the Site or of uncompleted works. The Contractor shall completely finish the said uncompleted part of the Works as and when the Engineer shall direct, whether before or after the respective Time for Completion and, if required by the Engineer, while the Employer is in possession of said part of the Site or Works.</p> <p>If such early possession or use by the Employer interferes, in the opinion of the Engineer, with the Works, due allowance shall be made by the Engineer by way of extension of time under the provisions of Sub-clause 8.4. The Engineer may exclude such part or parts of the works from the Contract requirements relating to the Time for Completion of the Works and fix such time as he may think reasonable for the completion of said part.</p> <p>Should, in the opinion of the Engineer, the Contractor be involved in extra Cost, by reason of the operation of this Clause, the amount will be evaluated in accordance with the provisions of Sub-clause 12.3 and included in the Contract Price.”</p> |
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CLAUSE 11 – DEFECTS LIABILITY

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| 11.1 | Completion of Outstanding Work and Remedying Defects | <p>Add at the end of the Sub-Clause:</p> <p>“Upon the failure of any part or component or the appearance of any defect of the Permanent Works during the Defects Notification Period, the Contractor shall repair or replace such defective part or component as soon as reasonably practicable after receiving notice from the Engineer or the Employer.”</p> |
| 11.3 | Extension of Defects Notification Period | <p>Insert the following after the words "Sub-Clause 8.8 [Suspension of Work]" in the second paragraph of Sub-Clause 11.3:</p> <p>"for a cause which was not the responsibility of the Contractor"</p> |
| 11.6 | Further Tests | <p>Add the words “or affects” in the first line of the first paragraph after the words “may affect”.</p> |
| 11.12 | Latent Defects | <p>Add a new Sub-Clause as follows:</p> |

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| | | <p>“Notwithstanding the foregoing provisions of Clause 11 [Defects Liability], the Contractor shall be obligated to repair or replace any Latent Defects for up to ten (10) years following the expiry of the relevant Defects Notification Period.</p> <p>If a Latent Defect appears, the Employer shall notify the Contractor accordingly. Upon receiving such notice, the Contractor shall, at its sole risk and cost, rectify such defects as soon as practicable or within such other time as may be notified by the Employer to the Contractor.</p> <p>Should the Contractor fail to remedy any Latent Defect within the time required under (b), the remedies in Sub-Clause 11.4 [Failure to Remedy Defects] shall apply.”</p> |
| <p>CLAUSE 12 – TEST AFTER COMPLETION</p> <p>Delete and substitute with:</p> <p>CLAUSE 12 – MEASUREMENT AND EVALUATION</p> | | |
| 12.1 | Works to be Measured | <p>Delete the paragraph and replace with the following paragraphs:</p> <p>“Without prejudice to Clause 14.1 [Contract Price and Payment] and the lump sum nature of the Contract Price, whenever this Contract provides for work to be measured and valued for payment, the following provisions shall apply.</p> <p>Whenever the Engineer requires any part of the Works to be measured, reasonable notice shall be given to the Contractor’s Representative, who shall:</p> <p>(a) promptly either attend or send another qualified representative to assist the Engineer in making the measurement, and</p> <p>(b) supply any particulars requested by the Engineer.</p> <p>If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Engineer shall be accepted as accurate.</p> <p>Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the</p> |

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| | | <p>Contractor does not attend, the records shall be accepted as accurate.</p> <p>If the Contractor examines and disagrees the records, and/or does not sign them as agreed, then the Contractor shall give notice to the Engineer of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Engineer shall review the records and either confirm or vary them. If the Contractor does not so give notice to the Engineer within 14 days after being requested to examine the records, they shall be accepted as accurate.</p> |
| 12.2 | Method of Measurement | <p>Except as otherwise stated in the Contract and notwithstanding local practice:</p> <p>(a) measurement shall be made of the net actual quantity of each item of the Permanent Works, in accordance with Principles of Measurement (International) for Works of Construction, 1979, published by the Royal Institution of Chartered Surveyors</p> <p>(b) the method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.</p> |
| 12.3 | Evaluation | <p>Delete the paragraph and replace with:</p> <p>Except as otherwise stated in the Contract, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine any variations or adjustments to the Contract Price by evaluating each item of work in accordance with the rates and prices included in the Bill of Quantities pursuant to Sub-Clause 12.2.</p> <p>For each such item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contract or, if there is no such item, specified for similar work. However, a new rate or price shall be appropriate for an item of work if:</p> <p>(a)</p> <p>(i) the work is instructed under Clause 13 [Variations and Adjustments] and an appropriate rate or price is not available for such varied work in the Contract,</p> |

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| | | <p>(ii) no rate or price is specified in the Contract for this item, and</p> <p>(iii) no specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract.</p> <p>Each new rate or price shall be derived from any relevant rates or prices in the Contract, with reasonable adjustments to take account of the matters described in sub-paragraph (a), as applicable. If no rates or prices are relevant for the derivation of a new rate or price, it shall be derived from the reasonable Cost of executing the work,</p> <p>Until such time as an appropriate rate or price is agreed or determined, the Engineer shall determine a provisional rate or price for the purposes of Interim Payment Certificates.</p> <p>Unless otherwise approved by the Engineer or commercially unreasonable to obtain, the Contractor shall obtain and submit a minimum of three (3) conforming quotations or proposals from different conforming suppliers/subContractors for each new rate together with Contractor's recommendation.</p> |
| 12.4 | Error or Omission in Bill of Quantities | <p>Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:</p> <p>(a) the Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount;</p> <p>(b) the omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and</p> <p>(c) this cost is not deemed to be included in the evaluation of any substituted work;</p> <p>then the Contractor shall give notice to the Engineer accordingly, with supporting particulars. Upon receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this cost, which shall be included in the Contract Price.</p> <p>Any error in description or omission from the Bill of Quantities shall not vitiate the Contract nor release the Contractor from the execution of the whole or any part of the Works according</p> |

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| | | <p>to the Contract Documents or from any of his obligations or liabilities under the Contract.</p> <p>In case of Error or Omission in the Bill of Quantities, the amount stated in the awarded Tender shall prevail and the Bill of Quantities shall be amended to match the amount stated as Tender Value.</p> |
| CLAUSE 13 – VARIATIONS AND ADJUSTMENTS | | |
| 13.3 | Variation Procedure | <p>Delete the words “the Contractor’s proposal for evaluation of the Variation” in item (c) of the first paragraph and replace with "the Contractor’s detailed estimate of the probable cost of implementing the Variation."</p> <p>Delete the second and third paragraph and replace with:</p> <p>“The Engineer shall, as soon as practicable after receiving such proposal (under Sub-Clause 13.2 [Value Engineering] or otherwise), respond with approval, disapproval or comments. The Engineer may instruct the Contractor to proceed with a Variation notwithstanding that any part of a proposal is not approved and the Contractor shall so proceed in so far as possible. The Contractor shall not delay any other work whilst awaiting a response to a proposal.</p> <p>Valuation of the omission from the Contract as a result of a Variation will be determined based on omitting the value of the relevant item (or items) as included in the Bill of Quantities either partially or in full depending on the details of the Variation. If an ambiguity or discrepancy is found in the Bill of Quantities Sub-clause 1.5 shall apply. No claim for loss of profit, loss of opportunity or similar consequential loss shall be applicable in connection with omissions.</p> <p>Valuation of the addition will be determined using the relevant method based on the following options:</p> <p>(a) Variation in Specification: the quantity as included in the Bill of Quantities (including “Any other items” sections) will be used at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the Variation the Contractor will provide the new rates (including three competitive quotations and a full analysis) for review by the Engineer. After due consultation by the Engineer with the Employer and the Contractor, the Engineer shall fix such rates or prices as are</p> |

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| | | <p>reasonable appropriate, and shall notify the Contractor accordingly.</p> <p>(b) Variation in Quantities: the quantity will be based on the actual quantity measured from the design information issued for this Variation.</p> <p>(c) Combination of Variation in Specification and Quantities: will be valued in accordance with the principles set out in items a) and b) above as applicable.</p> <p>No Variation shall be evaluated unless the Contractor shall have complied with Sub-Clause 20.1 [Contractor's Claims]. Thereafter, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine adjustments to the Contract Price and/or the Schedule of Payments."</p> <p>Delete the last paragraph of the Sub-Clause.</p> |
| 13.5 | Provisional Sums | <p>Delete the second paragraph and replace with:</p> <p>"For each Provisional Sum, the Engineer may instruct:</p> <p>(a) Work to executed (Including Works, Plant, Materials or services to be supplied) by the Contractor and valued according to the sums indicated as the Tender Value according to the instructions of the Tender Provisions; and/or</p> <p>(b) Works, Plant, Materials or services to be purchased by the Contractor, from a nominated SubContractor (as defined in Clause 5 [<i>Nominated Subcontractors</i>]) or otherwise; and for which there shall be included in the Contract Price:</p> <p>(i) the actual amounts paid (or due to be paid) by the Contractor, as defined in the Tender according to the Tender Provisions".</p> |
| 13.7 | Adjustments for Changes in Legislation | <p>Add the following at the end of the Sub Clause:</p> <p>"The Contractor shall pay all wages, observe hours and conditions and comply with all regulations which affect labour and other matters so defined by the Labour Law of jAPAN and to comply with the requirements so defined by the Social Security regulations in force during the duration of the Contract, and to comply with any adjustments and revisions applicable to these Laws and Regulations which may be brought into force during the Contract. The Employer shall</p> |

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| | | <p>not be responsible for any additional expenditure which may be incurred by the Contractor in consequence of any increase in the wages or salaries of workmen and employees.</p> <p>The Contractor shall pay all administrative expenses, taxes, duties and fees related to the Works in accordance with the Laws and shall comply with any adjustments and revisions applicable to these Laws which may be brought into force during the Contract. The Employer shall not be responsible for any any delay or cost incurred by the Contractor due to the change or adjustment of the laws and regulations after the effective date in relation to the workmen and employees or administrative expenses, taxes, duties and fees.”</p> |
| 13.8 | Adjustments for Changes in Cost | Delete this Sub-Clause in its entirety. |
| CLAUSE 14 – CONTRACT PRICE AND PAYMENT | | |
| 14.1 | The Contract Price | <p>Delete the first line and item (a) in the first paragraph, and replace with:</p> <p>“The following shall define the Contract Price:</p> <p>“(a) The Contract Price is a fully inclusive lump-sum price for the carrying out of the Works by the Contractor and shall not be re-measured or adjusted in any way other than as expressly provided for in the Contract. The Contract Price shall be deemed to cover for the whole of the Works as described in the Contract Documents irrespective of whether or not such works are included within the Bill of Quantities.”</p> <p>Amend item (b) in the first paragraph as follows:</p> <p>Delete the words “except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation]” in the third line of the item (b).</p> <p>Delete the comma and the word “or” at the end of the sub item (i) of item (c) and insert after the word “execute” semi colon and the word “and”. Delete the sub item (ii) completely including the semi colon and the word “and”.</p> |
| 14.3 | Application for Interim Payment Certificates | Insert the words “and adjustments to Provisional Sums” after the word “Variations” in the item (a) of second paragraph. |
| 14.4 | Schedule of Payments | <p>Add the following at the end of the Sub Clause:</p> <ul style="list-style-type: none"> • 40% of the amount envisaged for the design activity following the approval of the General Design by the Contract |

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| | | <p>Manager and following the approval of the same General Design by Expo 2025 Osaka;</p> <ul style="list-style-type: none"> • 60% of the amount envisaged for the design activity following the validation of the Final Design by the Contract Manager and following the approval of the same General Design by Expo 2025 Osaka |
| 14.5 | Plant and Materials Intended for the Works | <p>Delete the second paragraph of the Sub-Clause.</p> <p>Delete the words ‘listed in the Appendix to Tender’ in the sub item (i) of the Item (b) of the third paragraph and replace with the words “determined by the Engineer.”</p> <p>Delete the words ‘listed in the Appendix to Tender’ in the sub item (i) of the Item (c) of the third paragraph and replace with the words “determined by the Engineer.”</p> <p>Delete the words “eighty percent” in the second last paragraph and replace with “fifty percent”.</p> |
| 14.6 | Issue of Interim Payment Certificates | <p>Add the following paragraphs after the second paragraph</p> <p>“Before issuing, any Interim Payment Certificate, which includes any payment in respect of work done or goods, materials or services supplied by any of the Sub-Contractors of the Contractor, the Engineer shall be entitled to demand from the Contractor reasonable proof that all due payments, less retentions, included in previous certificates in respect of such Sub-Contractors, have been paid or discharged by the Contractor.</p> <p>The Engineer shall have powers to withhold further Interim Payment Certificates until the Contractor provides reasonable proof. In the case of failure to provide reasonable proof, the Employer shall be entitled to pay to any such Sub-Contractor directly all due payments (or parts of due payments) and to deduct from the Contract Price.</p> |
| 14.11 | Application for Final Payment Certificate | Delete the words “Sub-Clause 20.4 [Obtaining Dispute Adjudication Board’s Decision] or” in the final sentence of the final paragraph. |
| 14.12 | Discharge | Add “in the form set out in the Contract Documents or otherwise approved by the Employer” after the word "discharge" in the first line of the first paragraph. |
| 14.13 | Issue of Final Payment Certificate | <p>Add the following at the end of this Sub-Clause:</p> <p>If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.13 [Application</p> |

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| | | <p>for Final Payment Certificate] and Sub-Clause 14.14 [Discharge] the Engineer shall request the Contractor to do so. If the Contractor fails to submit an application within a period of twenty-eight (28) days after receiving the request, the Engineer shall issue the Final Payment Certificate for such amount as he fairly determines to be due, and:</p> <p>(a) the Contractor shall not be entitled to claim any amount other than the amounts so certified, and</p> <p>(b) the Employer shall be discharged from all liabilities in connection with any amount or claim other than the amounts so certified.</p> |
| 14.16 | Recovery of Sums | <p>Add the following new Sub-Clause:</p> <p>“When under the Contract any sum of money shall be recoverable from or payable by the Contractor, it may be deducted from any sum or sums then due or which at any time thereafter may become due to the Contractor under or in respect of this Contract or any other contract with the Employer.”</p> |
| CLAUSE 15 – TERMINATION BY EMPLOYER | | |
| 15.2 | Termination by Employer | <p>After item (f) add the following new items:</p> <p>(g) fails to comply with its obligations under Clause 17 [Anti-Bribery and Corruption].</p> <p>(h) becomes liable under Clause 8.7 [Delay Penalties] of the maximum amount stated in Appendix to Form of Tender , and fails to demonstrate to the satisfaction of the Employer that the Works or relevant Section will be completed within twenty eight (28) days from the date on which the Contractor's liability to pay such maximum amount was first incurred. At the end of fifth paragraph add the following: and such Contractor's Equipment and Temporary Works as the Employer may require for such purpose.</p> <p>Insert the following after the second paragraph</p> <p>The Customer may terminate the contract during its term if:</p> <p>a) the contract has undergone a substantial modification, this being understood to mean a considerable alteration of the essential elements of the contract originally agreed upon;</p> |

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| | | <p>b) the contractor has fallen into one of the situations that would have led to exclusion from the tender procedure as identified in the application for participation;</p> <p>c) the conditions set out in Article 6 (2) of the ANAC Vigilance Protocol are fulfilled.</p> |
| CLAUSE 16 – SUSPENSION AND TERMINATION BY CONTRACTOR | | |
| 16.1 | Contractor's Entitlement to Suspend Work | <p>Replace the first paragraph with the following;</p> <p>"If the Engineer fails to certify any of the Interim Payment Certificates in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or the Employer fails to comply with Sub-Clause 14.7 [Payments], (other than to the extent the Employer has disputed such amount under Sub-Clause 14.3 or exercised any right of set off or withholding under the provisions of this Contract), the Contractor may, after giving not less than forty (40) days' notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate or reasonable evidence as to payment, as the case may be and as described in the notice."</p> |
| 16.2 | Termination by Contractor | <p>Amend the first paragraph as follows:</p> <ul style="list-style-type: none"> - In the first line of sub-paragraph (a), delete "42 days" and replace it with "60 days". -In the second line of sub-paragraph (c), delete "42 days" and replace with "60 days". -Delete sub-paragraph (d) in its entirety. -Delete sub-paragraph (e) and replace it with the following: <p>"if the Employer fails to prepare and sign the Contract Agreement under Sub-Clause 1.6 [Contract Agreement] within one hundred twenty 120 days from the date of the Letter of Acceptance, or has assigned the Contract without complying with Sub-Clause 1.7 [Assignment],</p> <p>In the first line of the second paragraph delete "14 days" and replace with "30 days".</p> <p>Delete the last sentence of the second paragraph.</p> |
| 16.4 | Payment on Termination | Delete item (c) of sub-clause 16.4 |

CLAUSE 17 – RISK AND RESPONSIBILITY

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| 17.3 | Employer's Risks | Delete the words "an experienced Contractor" in item (h) and insert in their place: "a suitably qualified Contractor having experience of carrying out work for projects of a similar type, nature and complexity to the Works" |
| 17.6 | Limitation of Liability | Add the following to the end of the first paragraph" ", sub-Clause 8.7 [Delay Penalty]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub- Clause 15.4 [Payment after Termination]; Clause 18 [Intellectual and Industrial Property Rights]" |

CLAUSE 18 – INSURANCE

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| 18.1 | General Requirements for Insurances | <p>Add the following at the end of the Sub-Clause:</p> <p>"The Contractor shall, before starting any work on Site and at any time following a request by the Engineer, provide evidence (certificates) that the insurances required under the Contract have been effected and maintained, including the receipts for payment of insurance premiums and full copies of insurance policies.</p> <p>If requested, the originals of insurance certificates and policies shall be made available by the Contractor for inspection.</p> <p>The Employer and the Engineer shall have the right to comment and request, within reason, amendments and/or endorsements to the terms and details of insurance certificates and policies provided by the Contractor.</p> <p>The insurance policies shall contain a notification provision (not less than 28 days) to inform the insured parties nominated under the Contract prior to any cancellation, termination or alteration of cover.</p> <p>Furthermore, the policies shall contain a waiver of subrogation in favour of the Employer and his subsidiaries, parent companies, and his officers and employees."</p> |
| 18.2 | Insurance for Works and Contractor's Equipment | Add in (b) of the fourth paragraph after "joint names of the Parties," the following: "including all joint insured as listed in the Appendix to Tender," |

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| 18.3 | Insurance against Injury to Persons and Damage to Property | Add in (b) of the third paragraph after “joint names of the Parties,” the following: “including all joint insured as listed in the Appendix to Tender,” |
| 18.4 | Insurance for Contractor’s Personnel | Delete the following wording from the second paragraph: “except that the insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer’s Personnel.” |
| 18.6 | Endorsement of Policy | Add the following new Sub-Clause: “The policies of insurance shall be endorsed by the insurer stating that the policies are in compliance with the terms of Sub-Clauses 18.1 to 18.4” |
| CLAUSE 19 - FORCE MAJEURE | | |
| 19.4 | Consequences of Force Majeure | Replace sub-paragraph (b) with the following" "the event or the circumstance (i) to (v) described in Sub Clause 19.1 occurs in the Republic of Italy, for payment of any such Cost, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 18.2 [Insurance for Works and Contractor’s Equipment" |
| CLAUSE 20 – CLAIMS, DISPUTES AND ARBITRATION | | |
| 20.1 | Contractor’s Claims | On line four of the first paragraph, add the additional words “fully and in detail” after the existing word “describing”. On line five of the first paragraph, add the additional words “in a specific and individual letter” after the word "practicable". In the second paragraph, on line one add the new words “in the manner required or” after the existing words “notice of claim”. Delete the seventh paragraph and insert the following: The Engineer, subject to the specific approval of the Employer shall for each subsequent Payment Certificate include such amounts for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate. Add the following at the end of the Sub-Clause: “Where applicable and/or whenever required by the Engineer, the Contractor shall demonstrate through supporting |

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| | | <p>documents that measures of reasonable cooperation and mitigation have been applied by the Contractor. Any loss of time or money which could have been prevented or avoided by Contractor's reasonable steps shall not be claimed and shall not be recoverable.</p> <p>Unless the Contract has already been repudiated or terminated according to its terms, the Contractor shall, in every case, continue to proceed with the Works with all diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same has been resolved in accordance with Sub- Clause 20.5 (Amicable Settlement) or Sub Clause 20.6 (Arbitration)</p> <p>If the Engineer fails to give his decision within the period of forty two (42) days as prescribed by Sub-Clause 20.1, either Party may within thirty (30) days after this period has expired give notice to the other Party of its intention to refer the dispute for resolution in accordance with Sub-Clause 20.6 (Arbitration).</p> <p>If either Party is dissatisfied with any decision passed by the Engineer, as prescribed by Sub-Clause 20.1 then either Party may within thirty (30) days after receiving the decision, give notice to the other Party of its intention to refer the dispute for resolution in accordance with Sub-Clause 20.6 (Arbitration).</p> <p>If the Engineer has given notice of his decision as to the matter in dispute to both Parties under Sub-Clause 20.1, and no notice of dissatisfaction has been given by either Party within the period required by Sub-Clause 20.1, then the Engineer's decision shall become final and binding upon both Parties.</p> <p>If either Party fails to comply with the Engineer's final decision under Sub-Clause 20.1, the other Party, without prejudice to any other rights it may have, shall have the right to refer such failure for resolution in accordance with Sub-Clause 20.6 (Arbitration). The provisions of Sub-Clause 20.2 [Amicable Settlement], shall not apply.</p> <p>In either event, this notice of dissatisfaction shall state that it is given under this Sub-Clause 20.1, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except in the case of failure to comply with the Engineer's final decision, as stated in the above paragraph, neither Party shall be entitled to refer the dispute for resolution in accordance with Sub-Clause 20.2 [Amicable Settlement], unless a notice of dissatisfaction has been given in accordance with this Sub-Clause.</p> |
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| 20.2 | Appointment of the Dispute Adjudication Board | Delete this Sub-Clause in its entirety. |
| 20.3 | Failure to Agree Dispute Adjudication Board | Delete this Sub-Clause in its entirety. |
| 20.4 | Obtaining Dispute Adjudication Board's Decision | Delete this Sub-Clause in its entirety. |
| 20.5 | Amicable Settlement | <p>Replace this Sub-Clause with the following:</p> <p>“Where notice of dissatisfaction has been given under Sub-Clause 20.1, the Parties shall, within fourteen (14) days (or any other period agreed between the Parties), attempt to settle such dispute amicably by conciliation, mediation or any other mode of amicable settlement. If a resolution is not achieved within sixty (60) days after the date on which the notice of dissatisfaction was given, either Party may refer the dispute for resolution in accordance with Sub-Clause 20.6 (Arbitration)</p> |
| 20.6 | Arbitration | Delete Sub-clause 20.6 and replace with the following: |

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| | | <p>1. Unless settled amicably according to Sub-Clause 20.5 [Amicable Settlement], any dispute between the Parties in respect of which notice of intention to commence Arbitration has been given by either Party under Sub-Clause 20.1 shall be finally settled by Arbitration.</p> <p>In particular, all disputes - included those of not contractual nature - arising out of, related or connected to the Contract shall be settled by Arbitration under the Rules of the Milan Chamber of Arbitration (the Rules), by three arbitrators, appointed in accordance with the Rules, which are deemed to be incorporated by reference into this clause. The Rules are attached to the Tender Provisions as Annex 9.</p> <p>2. The place of Arbitration shall be Milan-Republic of Italy, and the arbitral proceedings shall be conducted in English language unless the arbitrators decided otherwise.</p> <p>3. The arbitrators shall have the full power to open up, review and revise any decision, opinion, instruction, determination, certificate or valuation of the Engineer related to the dispute</p> <p>.</p> <p>4. Neither Party shall be limited in the proceedings before such arbitrators, to the evidence and arguments put before the Engineer pursuant to Sub-Clauses 2.4 [Employer's Claims] and 20.1 [Contractor's Claims], or for the purpose of the amicable settlement pursuant to Sub-Clause 20.5 [Amicable Settlement]. Nothing shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.</p> <p>5. Arbitration may be commenced prior to or after the completion of the Works, provided that the obligation of the Employer, the Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the process of the Works.</p> |
| 20.7 | Failure to Comply with Dispute Adjudication Board's Decision | Delete this Sub-Clause in its entirety. |
| 20.8 | Expiry of Dispute Adjudication Board's Appointment | Delete this Sub-Clause in its entirety. |

SECTION 6

STANDARD FORMS

(form of agreement)

(form of advance payment bond)

(form of performance bond)

FORM OF AGREEMENT

DESIGN, CONSTRUCTING, FURNISHING, OUTFITTING, EQUIPPING, DECOMMISSIONING, REMOVING AND
DISPOSING THE MATERIALS OF THE ITALIAN PAVILION AT EXPO2025, OSAKA-JAPAN

THIS AGREEMENT is made on thebetween _____,
(hereinafter called “the Employer”) of the one part, and, _____. whose registered
office is at and is duly registered as an Exhibition/ Pavilion designer and
Contractor under the Laws of the ----- (hereinafter called “the Contractor”) of the
other part.

“Individually as a party and collectively as parties”

WHEREAS the Employer is desirous for contracting services to be executed, which relate to the
DESIGN, CONSTRUCTING, FURNISHING, OUTFITTING, EQUIPPING, DECOMMISSIONING, REMOVING
AND DISPOSING THE MATERIALS OF THE ITALIAN PAVILION AT EXPO2025, OSAKA– JAPAN, for the
benefit of the Employer as per the terms of this Agreement (“the Agreement”); and, WHEREAS the
Contractor is willing and capable to render the said contracting services in accordance with the terms
of the Agreement.

NOW THESE PRESENT WITNESSES and it is hereby agreed and declared by and between the parties
hereto as follows:

In this Agreement the words and expressions shall have the same meanings as are respectively
assigned to them in this agreement unless a different meaning is expressly stated.

The following documents, in order of priority in accordance with Clause 1.5 of the Conditions of
Contract, shall be deemed to form and be read and construed as part of the Agreement:-

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) Letter of Tender and Appendix to Tender
- (d) Part II – Conditions of Particular Application
(including Instructions to Tenderers and Annexes)
- (e) Part I - General Conditions
- (f) Post Tender clarifications and Addenda (if any)
- (g) Specification
- (h) Contract Drawings
- (i) Priced Bill of Quantities
- (j) The Schedules
- (k) Any other documents forming part of the Contract (if any)

In consideration of payments to be made by the Employer as hereinafter mentioned, the Contractor hereby covenants with the Employer to perform the Contracting Services in conformity in all respects with the provisions of this Agreement.

The Employer hereby covenants to pay the Contractor in consideration of the Contracting Services the contract value at the times and in the manner prescribed by this Agreement.

The contract value has been agreed between the Employer and the Contractor at a sum of EUR..... (EUR).

In witness whereof the parties have executed this Agreement on the date and year above written.

Signed by a duly authorized signatory:-
For and on behalf of _____

Witness

Signed by a duly authorized signatory:-
For and on behalf of the Contractor

Witness

FORM OF ADVANCE PAYMENT BOND

DESIGN CONSTRUCTING, FURNISHING, OUTFITTING, EQUIPPING, DECOMMISSIONING, REMOVING AND DISPOSING
THE MATERIALS OF THE ITALIAN PAVILION AT EXPO2025, OSAKA– JAPAN

Italian Commissioner
INVITALIA
Rome
ITALY

Advance Payment Bond No.

Whereas.....(hereinafter called the Contractor)
has been awarded a Contract dated..... for DESIGN, CONSTRUCTING,
FURNISHING, OUTFITTING, EQUIPPING, DECOMMISSIONING, REMOVING AND DISPOSING THE
MATERIALS OF THE ITALIAN PAVILION AT EXPO2025, OSAKA – JAPAN of the value of EUR
..... (EUR)
and in consideration of your making an advance payment of EURto the
Contractor being 10% of the Contract Value, by this bond, we....., whose
address is, guarantee to pay you a
sum not exceeding EURon your first written demand without reference to or
contestation on behalf of the Contractor.

It is understood that our liability towards you will be progressively reduced by the amount
repaid to you by the Contractor as contained in the Certificates and Payments against the said
advance payment.

This bond will be effective from..... and shall be valid
until..... , or until the amount of the advance payment is fully recovered, whichever is
later.

This bond should be returned to us upon its expiry or upon fulfillment of our undertaking
whichever is the earlier.

Authorized Signatories

FORM OF PERFORMANCE BOND

DESIGN, CONSTRUCTING, FURNISHING, OUTFITTING, EQUIPPING, DECOMMISSIONING, REMOVING AND
DISPOSING THE MATERIALS OF THE ITALIAN PAVILION AT EXPO2025, OSAKA– JAPAN

Italian Commissioner
INVITALIA
Rome
ITALY

Performance Bond No.

Whereas..... (hereinafter
called the Contractor) has been awarded a contract datedfor DESIGN,
CONSTRUCTING, FURNISHING, OUTFITTING, EQUIPPING, DECOMMISSIONING, REMOVING AND
DISPOSING THE MATERIALS OF THE ITALIAN PAVILION AT EXPO2025, OSAKA – JAPAN for the value
of EUR
(EUR.....) by this bond we

.....
whose address isare held and firmly bound
unto the Italian Commissioner represented by _____, Rome in the sum or EUR
..... being 5 % of the Contract Value.

We agree to make unconditional payment under this bond on your first written demand
without any reference to or contestation on behalf of the Contractor provided the claim is received
by us on or before.....

The Guarantee will be effective from..... and shall be valid up
to..... after which date our liability shall automatically cease.

This Guarantee should be returned to us upon its expiry or upon fulfillment of our
undertaking whichever is the earlier.

Authorized Signatories

(To be issued by a locally
registered bank)

NOTE TO THE CONTRACTOR

Whilst the Performance Bond is an “On First Written Demand” Bond, the Employer may, but is not bound to, adhere to the following procedure. If the Employer considers that the Contractor is in default of the due performance of his duties under the Contract then the Employer will give fourteen days written notice to the Contractor of this occurrence during which time the Contractor shall rectify such performance to the satisfaction of the Engineer.

If in the opinion of the Engineer such performance is not rectified the Engineer shall inform the Employer accordingly in writing.

The aforementioned shall not, in any manner whatsoever, alter the nature of the “On First Written Demand” Bond.

SECTION 7

MISCELLANEOUS FORMS

Please refer to the Tender Provisions

SECTION 8

Technical Specifications for Tender Documents

Reference shall be made to the Tender Provisions and relevant annexes

SECTION 9

EXPO 2025 OSAKA -Construction and Demolition Work Guidelines for Self-Built Pavilions (Type A)

Reference shall be made to the Tender Provisions and relevant annexes

SECTION 10

*Guideline, Special Regulation and additional documentation from the
EXPO2025*

Reference shall be made to the Tender Provisions and relevant annexes

EXPO 2025 INSURANCE D

SECTION 11

Sustainability policy of Expo2025 Osaka, Kansai, Japan

Reference shall be made to the Tender Provisions and relevant annexes

SECTION 12

“EXPO2025 OSAKA - Code of Sustainable Procurement”

Reference shall be made to the Tender Provisions and relevant annexes

SECTION 13

ANNEX TO THE BID SPECIFICATIONS

APPENDIX TO TENDER SPECIFICATIONS

| SR | Description | Sub-Clause | Data |
|----|---|-------------------------------|---|
| 1 | Amount of Tender Guarantee (Tender Bond) | - | Reference shall be made to Tender Provisions |
| 2 | Defects Notification Period | 1.1.3.7 | 365 (Three hundred and sixty-five) days (Unless specified elsewhere for specialist equipment or parts of the Works). |
| 3 | Relevant Municipality and Local Authorities having jurisdiction | 1.1.6.5 1.13 6.4 6.7 | Japan Kansai Prefecture Municipality of Osaka and its Departments Japan Government Departments and Agencies, Service Providers, relevant Hospitality and/or Tourist Authority (if applicable). |
| 4 | Transmission system | 1.3 | Hard copies shall be submitted officially with covering letter, in addition to soft copies if requested by the Employer on a CD in the format requested by the Employer. |
| 5 | Governing Law | 1.4 | Applicable Laws of Municipality of Osaka - Kansai Prefecture - Japan and Laws of the Republic of Italy. |
| 6 | Ruling Language | 1.4 | English |
| 7 | Language for communications | 1.4 | English |
| 8 | Time for access to the Site | 2.1 | To be confirmed by the Organisers of Expo 2025 Osaka. |
| 9 | Amount of Performance Security | 4.2 | 5% (Five Percent) of the Accepted Contract Amount. |

| | | | |
|-----|--|----------------|---|
| 9.a | Starting of Design | 5.1 | Upon conclusion of the Contract and/or start of activities by the Contract Manager |
| 9.b | Design deadlines | | <p>Deadlines for delivery of project phases:</p> <p>Transmission of all documentation required for approval of the General Design project to the Expo 2025 organizing body by 08/29/2023;</p> <p>Transmission of all documentation required for Final Design project approval to the Expo 2025 organizing body by 11/07/2023.</p> |
| 10 | Normal working hours | 6.5 | The normal working hours at Site shall be as permitted by the laws being in force in Kansai Prefecture - Japan, but if the Contractor intends to seek consent from any relevant authority to extend regular working hours, the Contractor shall first obtain the Engineer's consent. |
| 11 | Commencement Date – Starting of Design Starting of works | 5.1 8.1 | <p>At the issuance of Letter of Acceptance and/or initiation of activities by the Contract Manager</p> <p>After obtaining the building permit and in any case after the start of the activities by the Contract Manager</p> |
| 12 | Time for Completion of the Design activity | | <p>Delivery terms of the design phases:</p> <p>Transmission of all the documentation necessary for the approval of the General Design project to the Expo 2025 organizer by 08/29/2023;</p> <p>Transmission of all the documentation necessary for the approval of the Final Design project to the Expo 2025 organizer by 11/07/2023.</p> |
| 13 | Time for Completion | 8.2 | <p>Phase 1 - Construction works:</p> <p>The Construction Works shall be executed in 243 days (calendar days)</p> <p>Milestone 1 – end of concrete works: 02/01/2024</p> |

| | | | |
|----|-----------------------------------|------------------|---|
| | | | <p>Milestone 2 – end of the Structures: 06/01/2024</p> <p>Milestone 3 – end of civil works: 12/31/2024</p> <p>Milestone 4 - Completion of work and delivery for use: 03/13/2025</p> <p>Phase 2 -Maintenance and Conduction:</p> <p>Maintenance and Conduction of the Pavilion shall start from the Taking-Over Certificate until the end of EXPO 2025</p> <p>Phase 3: Dismantling, Removing and Disposing of the Pavilion: 180 days (calendar days) and by 04/13/2026, from Instruction of the Engineer including all approval & permits.</p> <p>The Client will cancel and reimburse the Contractor for any penalties accrued on milestones 1-2-3 in the event of compliance with milestone 4.</p> |
| 14 | Amount of Delay Penalties | 8.7 14.15 (b) | <p>EUR 10,000.00 (Ten Thousand EUR) for each day of delay on Final Completion.</p> <p>EUR 10,000.00 (Ten Thousand EUR) for each day of delay on each MILESTONES specified in the present Appendix of Form of Tender related to the terms for the design and execution of the works.</p> <p>EUR 1,000.00 (One Thousand EUR) for each hour of delay on Service Performance set in Maintenance and Conduction Service Level Agreement established in the contract and its annexes</p> |
| 15 | Maximum Amount of Delay Penalties | 8.7 | 10% (Ten Percent) of Contract Price |
| 16 | Adjustments for Changes in Cost | 13.8 | Not Applicable. |
| 17 | Total Advance Payment | 14.2 | 20% (twenty Percent) of Accepted Contract Amount, to be paid in one instalment. |

| | | | |
|----|--|----------------|---|
| | | | Advance Payments for Provisional Sums to be dealt with separately depending on the nature of Works. |
| 18 | Advance Payment Guarantee | 14.2 | Amount to match the Advance Payment. |
| 19 | Recovery of Advance Payment | 14.2 | <p>The Advance Payment shall be repaid through percentage deductions in Payment Certificates at the rate of 10%, starting from the first payment after the Advance Payment.</p> <p>The Advance Payment shall be fully repaid prior to the issue of Taking Over Certificate.</p> |
| 20 | Percentage of Retention | 14.3(c) | 10% (Ten Percent) of each Interim Payment Certificate. |
| 21 | Limit of Retention | 14.3(c) | 10% (Ten Percent) of Contract Price. |
| 22 | Percentage of invoice value of listed materials and plant on-site | 14.5 | <p>80% (Eighty Percent) of the actual cost as properly substantiated by the Contractor (invoices, delivery documents, etc.) (Not Subject to Retention).</p> <p>Materials shall be properly stored and protected.</p> |
| 23 | Percentage of invoice value of listed materials and plant off-site | 14.5 | No payment. |
| 24 | Minimum Amount of Interim Certificates | 14.6 | EUR 500,000 (Five Hundred Thousand EUR). |
| 25 | Time for Payment | 14.7 | As stated in Sub-Clause 14.7. |
| 26 | Currency / currencies of payment | 14.15(a) & (b) | EUR |
| 27 | Periods for submission of insurance: | | |
| | - Evidences of insurance | 18.1(a) | (Ten) days from the date of the Letter of Acceptance |

| | | | |
|----|---|------------------------------|--|
| | - Relevant policies | 18.1(b) | Prior to commencement |
| 28 | Insurance for Works and Contractor's equipment | 18.1 18.2 18.3 18.4 | All insurances under this Contract shall be in accordance with the guidelines, policies and rules of Japan and Expo2025 Osaka Organization |
| 29 | Joint Insured | 18.2 18.3 | Joint insured parties shall include: The Employer (named in 1.1.2.2); The Contractor (named in 1.1.2.3) and its Sub-Contractors (including Nominated SubContractors); The Engineer (named in 1.1.2.4); The Project Manager (named in 1.1.2.4a); The Contract Manager (named in 3.6); The Cost Consultant (named in 1.1.2.4.b); Other Employer's consultants, advisors, operators and assistants engaged or present on site. |
| 30 | Maximum amount of deductibles for insurance of the Employer's risks | 18.2(d) | Nil. |
| 31 | Minimum amount of Third Party Insurance | 18.3 | In accordance with the guidelines, policies and rules required by the legislation of Japan and the rules of Expo 2025 Osaka |
| 32 | Appointment of the Dispute Adjudication Board | 20.2 20.3 | Not Applicable. |