



## **Trade Development Authority of Pakistan**

**REQUEST FOR PROPOSAL (RFP)**

**SERVICES OF FIRMS  
SPECIALISING IN PR &  
MARKETING REQUIRED FOR  
INTEGRATED PR & MARKETING  
SOLUTION FOR PAKISTAN'S  
PARTICIPATION IN EXPO2020**

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# SECTION-1

## REQUEST FOR PROPOSAL

File No. TDAP-AD-02(23)/Asia-2014

### **SERVICES OF FIRMS SPECIALISING IN PR & MARKETING REQUIRED FOR INTEGRATED PR & MARKETING SOLUTION FOR PAKISTAN'S PARTICIPATION IN EXPO2020**

Trade Development Authority of Pakistan (TDAP) invites proposals/ bids from firms specializing in PR & Marketing in Pakistan and having a similar affiliate in Dubai, UAE to provide Integrated PR & Marketing solution for Pakistan's Participation in Expo 2020 – Dubai, U.A.E.

2. Detailed Bidding documents containing terms and conditions, method of procurement, procedure for submission of bids, eligibility, qualification, substantial responsiveness, bid security, bid validity, opening of bid, evaluation criteria etc. are available for the interested bidders at the Office of the Assistant Manager (Expo 2020), at the address given below. Bidding documents can also be downloaded from [www.tdap.gov.pk](http://www.tdap.gov.pk) and [www.ppra.org.pk](http://www.ppra.org.pk) free of cost. The interested firms who opt to download the bidding document from the website should register themselves with the office of Assistant Manager (Expo2020), TDAP, Karachi for communication of any changes etc. at the email address given below.

3. Single Stage Two Envelop Procedure will be used for open competitive bidding. Interested bidders shall submit their sealed proposals/ bids comprising single package containing two separate envelopes. Each envelope shall contain separately the 'financial' and 'technical' proposal which will be clearly mentioned in bold and legible letters on respective envelopes to avoid any confusion. The Technical Proposal shall accompany a bid security of Rs. 1,000,000/- (Rupees One Million Only) in the form of Pay Order/ DD/ Banker's cheque in favour of Accounts Officer, Trade Development Authority of Pakistan, Karachi

4. Sealed Bids, prepared in accordance with the instructions in the bidding documents, must reach, even ones mailed through courier, at the office of the Assistant Manager (Expo 2020), Trade Development Authority of Pakistan (TDAP), 3<sup>rd</sup> Floor, Block-A, FTC Building, Shahrah-e-Faisal, Karachi on or before 2:00 P.M. on 16<sup>th</sup> March 2021. Bids will be opened the same day at 2:30 P.M. in the presence of bidders who wish to be present.

5. Trade Development Authority of Pakistan reserves the right to reject any or all bids and to annul the bidding process at any time in accordance with Public Procurement Rules.

**Assistant Manager (Expo 2020)**

Trade Development Authority of Pakistan  
Government of Pakistan,  
3<sup>rd</sup> Floor, Block-A, FTC Building, Shahrah-e-Faisal, Karachi  
Tel: 021-99206471 Fax: 021-99206467 Email: [faisal.awan@tdap.gov.pk](mailto:faisal.awan@tdap.gov.pk)

## **SECTION-II**

### **SCOPE OF WORKS**

#### **INTRODUCTION TO THE EVENT:**

Expo 2020 Dubai (1<sup>st</sup> October 2021-31<sup>st</sup> March 2022) is an opportunity to showcase the progress that Pakistan has made over the period of time. Around 192 Countries are participating in the event and 25 Million People from around the globe are expected to visit the event. The Trade Development Authority of Pakistan (TDAP) has been nominated as the Responsible National Authority for Pakistan's participation in the event. The Pakistan Pavilion building at the Expo is nearing completion and a team of renowned architects/ creative artists is curating the inner journey inside the Pavilion. To attract maximum visitor traffic to the Pavilion and side activities during the six months of the event, TDAP is seeking a services of an experienced firm specialising in PR & Marketing in Pakistan and have a similar affiliate in Dubai, UAE for PR & Marketing for Pakistan Pavilion through all possible platforms. The Theme for Pakistan Pavilion is "Pakistan: The hidden treasure"

#### **SCOPE OF WORK:**

The PR & Marketing Firm in Pakistan and their affiliate in Dubai shall be responsible to generate high level of interest amongst the international audience to visit Pakistan Pavilion and attend side events arranged by Pakistan during the 6 month duration of the Expo. The Agency and its affiliate in Dubai shall remain associated with the project till its conclusion in March 2022. The partner Agency/ Firm in UAE is expected to take lead in execution of PR & Marketing exercise in UAE in support with the Agency/ Partner in Pakistan

The Scope of Work/Services includes, but is not limited to:

##### **A. Brand/ Identity Creation and Communication Design:**

- i. Development of PR & Marketing/ Branding strategy in coordination with the Principal Curator for the Project and TDAP
- ii. Identity Design (Logo + Applications)
- iii. Key messaging
- iv. Development of Information Designs (Way finding, Directional, Fascia, & Signage)
- v. Development of Interactive Design (Videos, Cinematics, Interactive graphics etc) for web, electronic and other other social media and electronic media campaigns
- vi. Media training for Spokespersons
- vii. Media Relations in association with the partner firm in UAE:
  - a. Press Office development
  - b. Press Conferences in UAE & Pakistan
  - c. Press Releases in UAE & Pakistan
  - d. Op-eds/ Features/ Articles in UAE & Pakistan
  - e. Interviews and Media Tours etc. in UAE
  - f. Influence Relations & Tour of the Pavilion
  - g. Newsletters in UAE and Pakistan
  - h. Crisis Communications and related training

- i. Physical activations pre-expo in the public areas such as shopping malls, exhibition centers and other public places in UAE
- j. Physical and digital activations at Pakistan Pavilion
- viii. Design Pamphlets, information brochures/ leaflets under guidance of the Principal Curator and development of written content detailing the exhibits at display in that particular section (8 exhibition spaces), to be placed in different sections of the Pavilion
- ix. Designing and compiling of a Coffee table book about Pakistan and profiles of Sponsors/ Donors
- x. Designing of Ambient Communication (Bill Boards, Hoarding, Streamers etc
- xi. Designing of Stage Backdrops for different Side events
- xii. Design Digital Communication (Banners, posts, Flags etc)
- xiii. Execute/ manage commitments to the donors/ sponsors of Pakistan Pavilion – Commitments made by Patrons of Expo2020-Pakistan Trust (enclosed)

**B. Web Page, Social Media Branding, Operation and continuous updation:**

- i. Design, develop and Operate web page and continuously update content
- ii. Design, develop and Operate Mobile App/ Applications (Android & IOS) and continuously update content
- iii. Design, Develop and Operate FB page, Twitter account, Instagram, blogs and any other social media platforms available and continuously update content
- iv. Dovetail Pakistan's communication strategy with overall marketing activities of Expo2020
- v. Any other related assignment

# SECTION-III

## INSTRUCTIONS TO BIDDERS/ GENERAL TERMS AND CONDITIONS

### GENERAL TERMS AND CONDITIONS

#### I. **GENERAL:**

- a. Only firms registered with relevant tax authorities and having experience of PR & Marketing with similar affiliate in UAE registered with concerned authorities and having valid licenses are eligible to submit tenders to the TDAP. Complete details of the affiliate and their credentials will be required for evaluation purposes
- b. Bidding will be conducted under rule 36(b) of the Public Procurement Rules, 2004 i.e **Single stage Two Envelope Procedure**
- c. Bids shall be prepared and submitted to the TDAP strictly in accordance with the instructions set forth herein.
- d. Interested PR & Marketing agencies/Firms will submit their sealed bids comprising single package containing two separate envelopes. Each envelope shall contain separately the “FINANCIAL” and “TECHNICAL” proposal which will be clearly mentioned in bold and legible letters on respective envelopes to avoid any confusion.
- e. A Technical Proposal will be considered Substantially Responsive if it scores at least 80% in the Technical evaluation against the evaluation criteria given in Section - IV. Financial Proposals of Substantially Responsive bidders will be opened only and the others will be returned up-opened. Contract shall be awarded to the most advantageous bid in terms of highest rank in Qualification & Cost based selection on the basis of combined evaluation (Technical Evaluation Score 70% + Financial Proposal 30%) explained in detail below in “S. No. XI. Award of Contract”
- f. All entries in the tender are to be made in ENGLISH LANGUAGE. Corrections etc shall be signed by the authorized persons.
- g. The rate should be written in the Bid Form (**Annex A**) in figures; whereas, the total offered price should be written in figures as well as in words. In case of any mistake in the totaling, the quoted unit rate will be treated as final.
- h. The traveling and accommodation charges for any visits in Pakistan and to Dubai in connection with completion of assignment shall be the responsibility of the bidder
- i. The interested parties who have been defaulter and/or in litigation with TDAP or any other government agency at any time shall not be eligible to participate in the bid. Besides, Interested Parties should not have faced any criminal charges, proceedings or cases (**Company shall have to submit affidavit to this effect**)

## **II. ELIGIBILITY CRITERIA:**

- i. The Lead bidder must be Pakistan based Firm and registered with Income Tax and Sales Tax Authorities and on the Active Taxpayers list
- ii. They must have a partner firm/ affiliate in UAE with similar specialisation. A joint bidding agreement with their affiliate in UAE will be required
- iii. The Lead bidder and its affiliate must not be blacklisted by any government entity/ agency
- iv. They should not be involved in any corruption/ malpractice related litigation with a govt. entity/ agency

## **III. SUFFICIENCY OF TENDER:**

- i. Each bidder shall be deemed to have fully satisfied himself before submitting the Tender as to the correctness and sufficiency of this Tender and prices stated in the **Bid Form (Annex-A)**, which prices, except in so far as it is otherwise expressly provided in the Conditions of the Contract, must cover all his obligations under the contract and all matters and things necessary for the proper completion of the project.
- ii. No bidders shall have the right to make any objection, excuse or claim about correctness and sufficiency of this tender by the TDAP.

## **IV. VERBAL INSTRUCTIONS BE IGNORED:**

TDAP shall not assume any responsibility for information, interpretation and deduction, the Bidders may make from the data furnished by the TDAP. No verbal understanding, agreement or conversation with any officer, employee or agent of the TDAP, either before, during or after the execution of the contract, shall affect or modify any of the terms or obligations contained in the tender documents.

## **V. COST OF TENDERING:**

Bidders shall have no claim for reimbursement of any expenses of any kind whatsoever incurred in connection with the preparation and submission of their tenders

## **VI. INCOMPLETE TENDER:**

Incomplete or partially submitted bid shall be declared non-responsive in terms of Public Procurement Rules

## **VII. BID SECURITY:**

- i. The original tender (Technical Proposal) shall be accompanied by a bid security equivalent to Rs. 1,000,000/- (Rupees One Million Only) and with minimum validity of 60 days in the form of Pay order/Demand Draft/ Bankers Cheque issued by a scheduled bank of Pakistan in favour of Accounts Officer, Trade Development Authority of Pakistan (TDAP). The bid security of the unsuccessful bidders will be

- refunded/ returned after award of Contract and acceptance thereof by the selected bidder.
- ii. The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security.
  - iii. The tender without bid security will not be considered and such bid will be rejected without any evaluation. Any reason/justification for non-submission of Bid Security, whatsoever may be, will not be accepted

#### **VIII. SUBMISSION OF TENDER:**

The Bids/ Proposals can be delivered in person or by registered mail or through courier service at the following address:

**ASSITANT MANAGER (EXPO-2020 CELL)**  
Trade Development Authority of Pakistan  
3<sup>rd</sup> Floor, Block-A FTC Building Shahra e Faisal Karachi  
Ph No. 021-99206471

The bids must reach on or before the time and date given in the notice of tender, including ones sent through courier, at which time and place they will be opened in presence of the representative of the bidders, who may wish to be present

#### **IX. TECHNICAL PROPOSAL:**

The Technical Proposal should contain minimum of following documents:

- a. A covering letter addressed to the Assistant Manager (Expo2020), categorically confirming that the agency and its affiliate in Dubai fully meet the aforementioned Eligibility Criteria.
- b. Copy of the agency's certificate of incorporation and its affiliate in Dubai
- c. Tax Registration Certificates of both Lead Bidder and the affiliate in Dubai
- d. Qualification and Experience Documents as required in Technical Evaluation.
- e. Work Plan- Concept and timeliness.
- f. Detailed presentation (not more than 20 Minutes) on the PR & Marketing/ strategy
- g. Bid Security of Rs. 1,000,000/- in the form of Pay Order/ DD/ Banker's cheque in favour of Accounts Officer, Trade Development Authority of Pakistan, Karachi
- h. A joint bidding agreement between the lead bidder in Pakistan and Affiliate in Dubai, UAE undertaking that the assignment will be jointly carried out till the conclusion of event in 2022

The proposal shall be declared substantially non-responsive if it fails to achieve the qualifying technical score of 80 Marks



## **X. FINANCIAL PROPOSAL:**

- a. The Financial Proposal must be filled in on the format at **(Annex-A)** in Pak Rupees and printed on the letterhead of the bidder. All Payments will be made in Pakistan in Pak Rupees
- b. The Financial Proposal document duly signed on each page (Each correction also duly signed and stamped without any over writing) shall be sealed and clearly marked in an envelope.
- c. Only the name of the bidders and the total prices shall be announced by the TDAP at the time of the opening of the Financial bid/ Tender.
- d. In case of any calculation errors detected during scrutiny of the Bid, the unit rate quoted by the bidder shall be taken as final and the tender value would be corrected accordingly.

## **XI. AWARD OF CONTRACT:**

- a. The contract shall be awarded to the most advantageous bid in terms of Public Procurement Rules 2004 as amended in 2020 and as per combined evaluation criteria detailed below
- b. As explained in S. No. IX above, an eligible bidder shall be required to score 80% in Technical proposal to become substantially Responsive and for opening of Financial proposal.
- c. A combined evaluation of the Technical and Proposal will be done to ascertain the highest ranked bid as per following formula:
  - i. Weightage of Technical Proposal Score: 70%
  - ii. Weightage of Financial Proposal Score: 30%

The substantially responsive bid which has the lowest quote will get full marks for the Financial Proposal and the next highest will accordingly get lower score for the same and so on.

Formula for calculating Financial Proposal Score:

(Lowest bid amount divided by bid amount of bidder) x 30 = Score of Financial Proposal (lowest will get full 30 score)

Highest Ranked bid = (Technical evaluation score)X0.7 + Financial evaluation score

- d. Once the TDAP has arrived at the decision, a written Letter of Award to the successful bidder (s) will be issued which shall also mention the accepted contract price. Thereafter, the successful bidder (s) will be required to furnish a formal Contract agreement duly signed on a judicial stamp paper of appropriate value in the prescribed form **(Appendix-B)** to the TDAP within three working days from the award of Tender. In case of failure of the bidder to do so, the bid security will be forfeited.

## **XII. PERFORMANCE GUARANTEE**

The highest ranked bidder shall be required to submit a Performance Guarantee equivalent to 10% of the Contract amount within 28 days of the issuance of Letter of Award. The Performance Guarantee shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan or an insurance company having at least AA rating from PACRA/JCR in favour of the Employer valid for a period 30 days beyond the Event conclusion date.

## SECTION-IV

### EVALUATION CRITERIA

#### **TECHNICAL EVALUATION:**

The evaluation criteria for technical proposal for both the Lead bidder and affiliate in Dubai will be as under:

S.#	Technical Parameters	Maximum Marks
01	<b>A. LEAD BIDDER AND UAE AFFILIATE'S PROFILE:</b>	<b>30</b>
	<b>i. No of Employees</b> a) More than 50 Employees on payroll – 10 Points b) Between 25 to 50 Employees – 08 Points c) Between 15 to 24 Employees – 05 Points d) Less than 15 Employees – 0 Points	10
	<b>ii. Relevant Qualification of Management and Team</b> a) Relevant to Designing – 10 points b) Relevant to Brand creation or Designing – 05 points c) None of the designing or brand creation – 0 points	10
	<b>iii. Business/ sales/ cash Turnover during last three years</b> a) Average of last three years 50 Million PKR and above - 10 points b) Average of last three years between 30 to 49 Million PKR-7 points c) Average of last three years between 15 to 29 Million PKR- 5 points d) Average of last three years less than 15 Million PKR 0 points	10
02	<b>B. EXPERIENCE OF LEAD BIDDER AND AFFILIATE</b>	<b>40</b>
	<b>i. Years of Experience in PR &amp; Marketing</b> a) More than 15 Years – 10 Points b) Between 10-15 Years – 08 Points c) Between 5-14 Years – 05 Points d) Between 2 – 4 Years – 02 Points e) Less than 2 years – 0 Points	10
	<b>ii. Clientele</b> a) More than 25 MNCs/Listed Companies in any trade- 10 Points b) Between 20-25 MNCs/Listed Companies in any trade-08 Points c) Between 10-19 MNCs/Listed Companies in any trade-05 Points d) Less than 10 MNCs/Listed Companies in any trade-0 Points	10
	<b>iii. Experience of Brand creation, PR and Marketing</b> a) Identity development/ brand creation for banks & MNC`s only – 05 Points	05
	b) Identity development/ brand creation for local Business – 05 Points	05
03	<b>C. PROPOSAL FOR BRAND/ IDENTITY FOR PAKISTAN PAVILION, COMMUNICATION DESIGNS, PR &amp; MARKETING PLAN AND STRATEGY</b>	<b>30</b>
	<b>TOTAL SCORE</b>	<b>100</b>
	<b>Minimum Qualification Score for Substantial Responsiveness</b>	<b>80%</b>

**NOTE:** An average score of both the lead bidder (Agency) in Pakistan and its affiliate in Dubai, UAE against each of the parameters given in the above Technical Parameters, will be counted towards total score of the bidder

# FINANCIAL BID FORM

(To be printed on Letterhead of the Firm)

## Financial Proposal

### BID FORM

a. Name & Address of Bidder: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Sales Tax No. \_\_\_\_\_

National Tax No. \_\_\_\_\_

b. We are ready for Provision of services given in the scope of services for an accumulated fee in Pakistan Rs..... inclusive of Sales Tax in words ..... as per details given hereunder:

S. No	PARTICULARS	Total Price in PKR
<b>A</b>	<b>Brand/ Identity Creation, Communication Design and PR &amp; Marketing Plan and Strategy</b>	
(i)	Creation of Brand/ Identity and finalization of communication design in coordination with Principal Curator/ TDAP	
(ii)	Development of Key Messaging – and related session	
(iii)	Strategy Development (PR & Marketing)	
(iv)	Media training – upto 4 spokespeople	
(v)	PR & Media Relations:	
	a) Press Office Development in UAE	
	b) Up to 6 Press Conferences in UAE & Pakistan	
	c) Press Releases (12 each to be released in UAE & Pakistan)	
	d) Op-eds/ Features/ Articles (x4) in UAE	
	e) Interviews (x12) for print, electronic and social media	
	f) Media Tour (x1) – of Pakistan Pavilion – Journalists both from Pakistan and UAE	
	g) Newsletters (x12) (in UAE)	
	h) Social Media Content (from the date of Contract in March 2021 till conclusion of event)	

	i) Crisis Management and related training and continuous tactical support both in Pakistan and UAE	
	j) Soft launches in Pakistan and UAE for community mobilisation	
(vi)	Marketing Strategy Development (Marketing activations, campaigns, online and offline	
(vii)	Physical activations pre-expo in the public areas such as shopping malls, exhibition centres, venues etc. in UAE	
(viii)	Physical and digital activations at the Pakistan Pavilion to attract visitors, tourists and engaging investors to Pakistan	
(ix)	Collaborating with the Event Management Company and supporting them in PR & Marketing for the side events throughout the six months of Expo	
(x)	Design Pamphlets, information brochures/ leaflets under guidance of the Principal Curator and development of written content detailing the exhibits at display in that particular section (8 exhibition spaces), to be placed in different sections of the Pavilion	
(xi)	Designing and compiling of a Coffee table book about Pakistan and profiles of Sponsors/ Donors	
(xii)	Designing of Ambient Communication (Bill Boards, Hoarding, Streamers etc	
(xiii)	Designing of Stage Backdrops for different Side events	
(xiv)	Execute/ manage commitments to the donors/ sponsors of Pakistan Pavilion – Commitments made by Patrons of Expo2020-Pakistan Trust (enclosed)	
	<b>Sub- Total</b>	
<b>B</b>	<b>Web page, social media branding, operation and continuous updating</b>	
(i)	Design, develop and operate web page and continuously update content	
(ii)	Design, develop and operate Mobile App/Applications (Android and IOS) and continuously update content	
(iii)	Design, develop and operate FB page, Twitter Account, Instagram, blogs and other social media platforms and continuously update content	
	<b>Sub-Total</b>	
	<b>Total of Component A &amp; B</b>	
	<b>ST (VAT) applicable in Pakistan ( %)</b>	
	<b>Cumulative Total Bid with Taxes</b>	

c. Cumulative total bid with taxes shall count towards financial evaluation.

d. We shall abide by all the terms and conditions of the tender.

- e. We understand that, in case of any difference of quoted price in words and digits, the lowest quoted price will be considered, as quoted price.

Payment Terms:

1. 10% total Cumulative bid as Mobilisation Advance against equivalent bank guarantee
2. 5% on approval of Brand Identity, Communication Design and PR & Marketing Plan
3. 15% on PR & Marketing Campaign launch through social media assets and PR exercise etc.
4. 15% on design and content completion of all print material content like brochures, leaflets, Coffee table book etc to be placed in the Pavilion
5. 15% on satisfactory PR & Marketing support before the start of Expo
6. 20% on satisfactory PR & Marketing support by December 2021
7. 20% on conclusion of Event

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

CNIC No. \_\_\_\_\_(copy enclosed)

Date: \_\_\_\_\_

Stamp: \_\_\_\_\_

# FORM OF AGREEMENT

(TO BE PRINTED ON STAMP PAPER)

This Agreement is made at ..... on this ..... day of  
.....2021

**BETWEEN**

**TRADE DEVELOPMENT AUTHORITY OF PAKISTAN, KARACHI** having its office located at 3<sup>rd</sup> and 5<sup>th</sup> Floor of Block-A, FTC Building Shahra e Faisal Karachi through Director General (Expo 2020) (herein after referred to as 'TDAP' which expression shall include its successor-in-interest, executors and administrators, legal representative and assigns) of the **FIRST PART.**

**AND**

**M/s.....and M/s .....**, having its principal office at ..... through its....., (hereinafter referred to as 'SERVICE PROVIDER' which expression shall include its successor-in-interest, executors, administrators, legal representative and assigns) of the **SECOND PART.**

1. Whereas SERVICE PROVIDER is qualified to perform the work/ jobs mentioned in the Tender Documents (detailed above) issued regarding provision of Integrated Marketing Solution on the Basis of which M/s.....and M/s .....has been selected as the successful bidders and that such performance will be in furtherance of Pakistan's representation at the Expo-2020 Dubai being held from 1<sup>st</sup> October 2021 to 31<sup>st</sup> March 2022.

2. The Tender Document No.....dated..... as well as the Letter of Award issued by the TDAP, stating the contract price as Rs\_\_\_\_\_ (Rupees\_\_\_\_\_ only), shall be deemed to form and be read and considered as part of this agreement:

- a) Technical Proposal
- b) Scope of Work
- c) Instruction to Bidders/General Terms & Conditions
- d) Bid Form
- e) Form of Agreement
- f) Integrity Pact

3. Now, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, to honor these covenants, the parties hereto agree as follows:

## **3.1 SERVICE PROVIDER:**

3.1.1 The SERVICE PROVIDER is awarded the services of Integrated PR & Marketing Solution to carry out the works as per scope given in clause ..... for .....of Pakistan Pavilion at the Expo-2020 Dubai,



UAE to be coordinated with TDAP or its nominated representative and with the Expo-2020 Dubai Authorities and to be responsible for the provision of services as per scope of work given in the Tender Document.

### **3.2 CONTRACT PERIOD AND TERMINATION CLAUSE:**

- 3.2.1 This contract covers the period from the date of signature of this contract till the completion of event and conditions rendered under this contract;
- 3.2.2 Signing of this contract: ..... , 2021;
- 3.2.3 Expected duration of Expo-2020 Dubai Event: October 01, 2021 to March 31<sup>st</sup>, 2022;
- 3.2.4 This contract may be terminated by TDAP at any time by giving thirty (30) days notice to the SERVICE PROVIDER. However it (the contract) may immediately be terminated by TDAP if:
  - a. The SERVICE PROVIDER breaches any of its obligations under this contract or fails to provide services as specified under this contract and the SERVICE PROVIDER has failed, after thirty (30) days notice of such breach to address the same; or
  - b. The SERVICE PROVIDER has committed an act of bankruptcy.
- 3.2.5 Upon termination of this contract as stated above, TDAP shall release remunerations till the time of termination to the SERVICE PROVIDER.

### **3.3. PAYMENT TERMS:**

- 3.3.1 **All the payments shall be made in Pakistan in PKR and as per payment terms given in the General Terms & Conditions**

### **3.4. OBLIGATIONS OF TDAP:**

- 3.4.1 TDAP shall timely and without charge provide the SERVICE PROVIDER with all necessary fundamental office setup at Pakistan Pavilion in Dubai including lock and key arrangement for record keeping.
- 3.4.2 TDAP shall issue an official letter to the Service Provider for Pakistan pavilion at Expo-2020 Dubai to declare the appointment of the SERVICE PROVIDER as PR & Marketing partner of Pakistan's pavilion in Expo-2020 Dubai.
- 3.4.3 TDAP shall provide the full time resources of a dedicated representative (the "TDAP Representative") who shall have authority to issue to the SERVICE PROVIDER, on behalf of TDAP, administrative orders incorporating such supplementary documents and / or instructions and / or approvals such as are necessary for the proper and timely execution of the Services.

### **3.5. OBLIGATIONS OF SERVICE PROVIDER**

- 3.5.1 The SERVICE PROVIDER shall provide TDAP with relevant services as mentioned in this contract carefully and diligently by utilizing professional skills according to the relevant Laws and requirements of this contract.

- 3.5.2 Without the prior written approval from TDAP the SERVICE PROVIDER shall not transfer its rights or obligations under this Contract nor entrust, license or subcontract the services under this contract, except for using the services of the Creative Agency identified to and approved by TDAP under the Tender Documents.
- 3.5.3 The SERVICE PROVIDER shall ensure that it has authentic and effective qualification to provide services during the term of this contract.
- 3.5.4 The SERVICE PROVIDER shall ensure transparent and efficient delivery of assignment during Pakistan's Participation in Expo-2020 Dubai

### **3.6 SERVICE GUARANTEE OF SERVICE PROVIDER**

- 3.6.1 The SERVICE PROVIDER shall not connect the service under this contract with any other products or services.
- 3.6.2 The SERVICE PROVIDER shall not use Licensed Symbols (as defined in TDAP's pavilion agreement with Expo-2020 Dubai) or any other logos, symbols, slogans or titles without prior permission of TDAP. However, Licensed Symbols in any way which is inconsistent with the requirements of Expo-2020 Dubai shall not be used.
- 3.6.3 The SERVICE PROVIDER warrants that its services are in line with the relevant Environmental Protection Standards of the UAE and the relevant requirements of Expo-2020 Dubai.
- 3.6.4 The SERVICE PROVIDER warrants that the labor conditions for its employees shall be in accordance with the applicable laws and relevant industrial standards.
- 3.6.5 The SERVICE PROVIDER warrants that when exercising its rights and performing its obligations under this contract, the SERVICE PROVIDER shall comply with all applicable rules, regulations guidelines and notifications issued from time to time.
- 3.6.6 The SERVICE PROVIDER shall submit a Performance Guarantee equivalent to 10% of the Contract amount within 28 days of the issuance of Letter of Award. The Performance Guarantee shall be, at the option of the Service Provider, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan or an insurance company having at least AA rating from PACRA/JCR in favour of the Employer valid for a period 30 days beyond the Event conclusion date.

### **3.7 CONFIDENTIALITY**

- 3.7.1 TDAP and the SERVICE PROVIDER shall keep confidential all documents and information involving the other party, the Expo-2020 Dubai authorities which may be obtained in the course of performing this contract, whatever their form and whatever the methods by which they are obtained, except to the extent already known or in the public domain, or later disclosed by a third party not in violation of any confidentiality agreement or later required to be disclosed by a court of competent jurisdiction, government organization or stock exchange

(“Confidential Information”) or profited to any other authorized subcontractor on need-to-know basis.

- 3.7.2 The parties agree to use Confidential Information only for the purpose of executing this contract and shall not disclose, use or authorize any third party to use all or any part of the confidential information for any other purpose without the permission for Expo-2020 Dubai.

### **3.8 INTELLECTUAL PROPERTY:**

- 3.8.1 The intellectual property rights of any works and/or service products created or produced by the SERVICE PROVIDER when performing the obligations under this Contract shall belong to TDAP.
- 3.8.2 Each party guarantees to the other that it and Expo-2020 Dubai shall not be confronted with any requests, claims or objections from any third party with regard to the intellectual property rights used in the pavilion, if use of such intellectual property right was in conformity with the provision this agreement.
- 3.8.3 The parties agree and acknowledge that the Licensed Symbols or the intellectual property of Expo-2020 Dubai embodies in the works and/or service products of this Contract shall not be considered as licensed in any form to the SERVICE PROVIDER by Expo-2020 Dubai or TDAP which is the sole rights holder of such intellectual property.

### **3.9 MUTUAL OBLIGATIONS / COPYRIGHTS**

- 3.9.1 Within the scope of this Contract, the parties agree to support each other in reaching the mutually beneficial success of Pakistan’s pavilion at Expo-2020 Dubai and provide communication structures to maintain an efficient exchange of relevant information.
- 3.9.2 The copyright of the products of this Contract belongs to TDAP, and the right of authorship by the SERVICE PROVIDER is asserted. After the end of Expo-2020 Dubai, the presentation of the Pavilion may be used by both parties for internal marketing and similar purposes, and mention of the other party and their role is accepted. The SERVICE PROVIDER shall be allowed to use the presentation of the Pavilion only to portray the works done by the SERVICE PROVIDER.

### **3.10. ARBITRATION:**

- 3.10.1 Should any dispute of difference of any kind whatsoever arise between the parties herein, the matter in question shall be settled amicably. However, when such settlement cannot be reached, the matter shall be referred to Arbitrator(s) in accordance with the provisions of Arbitration Act, 1940. It is hereby agreed that each party shall appoint one arbitrator and the decision shall be conclusive and binding on the parties herein. The language of the Arbitration shall be English and the venue of Arbitration shall be Karachi.

### **3.11 FORCE MAJEURE:**

- 3.11.1 Neither party shall be considered to be in default or in breach of its obligations under the Contract if the performance of such obligations is prevented by any event of force majeure arising after the date hereof.
- 3.11.2 The term “force majeure” means acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, terrorism, epidemics, landslides, earthquakes, storms, lightening, floods, washout, civil disturbances, exposition and any other similar unforeseeable events which are beyond the parties’ control and cannot be overcome by due diligence.

### **3.12 MISCELLANEOUS:**

- 3.12.1 The parties agree that the validity and interpretation of this contract shall be in accordance with the Laws of Pakistan. For the resolution of all disputes which cannot be settled by the parties, the parties shall submit to the exclusive jurisdiction of the court in Pakistan.
- 3.12.2 This contract shall be executed in English by both parties.
- 3.12.3 All relevant documents under this contract shall be in English.
- 3.12.4 The appendices of this contract shall be an integral part hereof and shall have the same legal effect as the text of this contract itself.
- 3.12.5 Any modification and/or change of the contract scope of work, adjustment of service fees or any other terms of this contract, if any, shall be legally binding only if made by written agreement signed by the parties.
- 3.12.6 This contract contains the entire agreement between the parties and supersedes any and all previous understanding and agreements between the parties concerning the same subject matter.

### **3.13 PENALTY:**

- 3.13.1 In addition to the right of TDAP to invoke risk purchase clause and without prejudice to any other rights and /or remedies the TDAP may have hereunder or at law, the TDAP shall have to right to blacklist the Service Provider and his/her team, if:
  - a. The SERVICE PROVIDER breaches any of their obligations under this contract or fails to provide services as specified under this contract.
  - b. The damage is caused to the TDAP due to any negligent and malafide acts omissions/commission on part of the Service Provider and/or its employees and agents with reference to services provided under this contract.

### **3.14 RISK PURCHASE CLAUSE:**

- 3.14.1 In case of breach of any terms and conditions of this Contract, TDAP shall be at liberty to procure the services from some other source and any extra payment made in this respect will be charged from the SERVICE PROVIDER and /or

adjusted against it dues and the SERVICE PROVIDER will be liable to compensate TDAP against any/all damages/extra costs accruing to TDAP in this context: In witness whereof the parties have caused this Contract to be executed as of the date first above written sign stamp.

### 3.16 NOTICES

Any and all notices and communications in connection with this contract shall be addressed as follows:

To

Director General (Expo2020), Trade Development Authority of Pakistan

5<sup>th</sup> floor Block-A, FTC Building Shahra e Faisal Karachi

Tel: 99202717

Fax: +

Email: rizwan.tariq@tdap.gov.pk

To The SERVICE PROVIDER

.....

.....

Tel: .....

Email:

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FOR AND ON BEHALF OF  
**THE SERVICE PROVIDER**

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FOR AND ON BEHALF OF  
**THE TDAP**

(SEAL)

( SEAL)

Signed and delivered by <b>the SERVICE PROVIDER</b> above named in the presence of:	Signed and delivered by <b>the TDAP</b> above named in the presence of:
<b><u>WITNESSES:</u></b>	<b><u>WITNESSES:</u></b>
1. _____	1. _____
2. _____	2. _____

**(INTEGRITY PACT)  
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN  
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Buyer: .....

Signature: .....

[Seal]

Name of Seller/Supplier: .....

Signature: .....

[Seal]

## **Commitments with Sponsors/ Donors**

- Manage Sponsors and execute the following commitments:
  - Permission to use the logo of Pakistan Pavilion as part of your own company branding
  - Acknowledgement on plaque/ plaques within the Pavilion grounds
  - Inclusion of the company business profile in the coffee table book
  - A commemorative medallion by the President of Pakistan/ Prime Minister of Pakistan
  - Logos to be displayed on the website of the Pakistan Pavilion and its corresponding social media assets
  - Publicity and promotions at all airports across Pakistan
  - Special access to the Pavilion's multi-purpose room to host lectures and events
  - Special access to expo-related events