



Trade Development Authority of Pakistan

REQUEST FOR PROPOSAL (RFP)
SERVICES OF CREATIVE AGENCY
FOR INTEGRATED MARKETING
SOLUTION

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SECTION-1

REQUEST FOR PROPOSAL

TRADE DEVELOPMENT AUTHORITY OF PAKISTAN

(EXPO-2020 DUBAI)

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

Dated 30/01/2020

REQUEST FOR PROPOSAL

HIRING SERVICES OF CREATIVE AGENCY FOR INTEGRATED MARKETING SOLUTION

Trade Development Authority of Pakistan (TDAP), a Federal government Organization working under Ministry of Commerce invites proposals from reputable and experienced Creative Agencies/firms to provide Integrated Marketing solution for Pakistan's Participation in Expo 2020 - Dubai, U.A.E.

2. The detailed Bidding documents containing terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids etc. are available for the interested bidders at the Office of the Deputy Director (Expo 2020), Trade Development Authority of Pakistan (TDAP), 3rd Floor Block-A, FTC Building, Shahrah-e-Faisal, Karachi. The bidding documents can also be downloaded from www.tdap.gov.pk and 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 Deputy Director (Expo2020), TDAP, Karachi for communication of any changes etc.

3. Single Stage Two Envelop Procedure will be used for open competitive bidding. Interested Firms will submit their sealed bids comprising single package containing two separate envelopes. Each envelop 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.

4. Sealed Bids, prepared in accordance with the instructions in the bidding documents, must reach at the office of the Deputy Director (Expo 2020), Trade Development Authority of Pakistan (TDAP), 3rd Floor, Block-A, FTC Building, Shahrah-e-Faisal, Karachi on or before 11:00 A.M. on 24th February 2020. Bids will be opened the same day at 11:30 A.M.

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.

Deputy Director (Expo 2020)
Trade Development Authority of Pakistan
Government of Pakistan,
3rd Floor, Block-A, FTC Building, Shahrah-e-Faisal, Karachi
Tel: 021-99207211 Fax: 021-99206467 Email: qadeer.ahmed@tdap.gov.pk



SECTION-II

SCOPE OF WORKS

SCOPE OF WORKS

INTRODUCTION TO THE EVENT:

Expo 2020 Dubai 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 Government of Pakistan has approved Pakistan's participation in the Expo 2020 Dubai as a special initiative and Trade Development Authority of Pakistan (TDAP) is acting as Responsible National Authority. TDAP is seeking a highly experienced Creative agency/firm with a proven track record of excellence in PR, Marketing, branding and communication strategy development and execution.

SCOPE OF WORK:

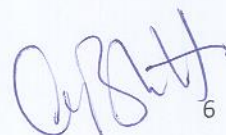
The agency's overall goal will be to create and enhance awareness of Pakistan's participation in Expo Dubai 2020, generate hype and a high level of interest, support efforts at driving Expo visitors to the Pakistan Pavilion throughout the 6 month duration of the Expo, and overall generate positive publicity for the Pakistan Pavilion and for Pakistan. The Firm shall be on panel of TDAP from the signing of the contract till the conclusion of the event. The Firm is expected to carry out following assignments:

A. Brand and Identity Creation and Communication Design:

- i. Design and Development of Theme Architecture
- ii. Identify Design (Logo + Applications)
- iii. Development of Information Design (Way finding, Directional, Fascia, & Signage)
- iv. Development of Interactive Design (Videos, Cinematics, Interactive graphics etc)
- v. Packaging design
- vi. Pamphlet and other communication document design
- vii. Editorial Design
- viii. Designing of Ambient Communication (Bill Boards, Hoarding, Streamers etc)
- ix. Designing of Stage Backdrop
- x. Design Digital Communication (Banners, posts, Flags etc)
- xi. Preparation of Sponsorship package
- xii. Press office development
- xiii. Press conference
- xiv. Op-eds/Features/Articles/Interviews/Media tour influential relations
- xv. News letter
- xvi. Press Releases
- xvii. Marketing activation
- xviii. Any other related assignment for branding

B. Web Portal and Social Media Branding and Operation:

- i. Design, develop and Operate Website page
- ii. Design, develop and Operate Mobile App/ Applications (Android & IOS)
- iii. Design, Develop and Operate FB page, Twitter account
- iv. Any other related assignment


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SECTION-III

INSTRUCTIONS TO BIDDERS/

GENERAL TERMS AND CONDITIONS

INSTRUCTIONS TO BIDDERS

REQUEST FOR PROPOSAL FOR HIRING SERVICES OF A CREATIVE AGENCY FOR INTEGRATED MARKETING SOLUTION

GENERAL TERMS AND CONDITIONS

I. GENERAL:

- a. Trade Development Authority of Pakistan (hereinafter referred as TDAP) invites bids from reputable Creative agencies /Firms to provide integrated marketing solution during Pakistan's Participation in Expo 2020 Dubai
- b. Only professional agencies registered with concerned authorities and having valid licenses are eligible to submit tenders to the TDAP for the works mentioned in scope of works against each Scope of work.
- c. Bidding will be conducted under Rule 36(b) of the Public Procurement Rules, 2004 i.e. Single Stage Two Envelope procedure
- d. Bids shall be prepared and submitted to the TDAP strictly in accordance with the instructions set forth herein.
- e. Interested Creative 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.
- f. Separate work order shall be issued for digital content development
- g. The contract shall be awarded to the bidder scoring at least 80% in Technical Evaluation and lowest in financial proposal.
- h. All entries in the tender are to be made in ENGLISH LANGUAGE. Corrections etc shall be signed by the authorized persons.
- i. The rate should be written in the Bid Form (Appendix B) 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.



- j. The traveling and accommodation charges for visits in connection with completion of assignment and out of Karachi shall be paid on actual basis (Economy Class Ticket plus Accommodation)
- k. 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. Minimum Qualification and Experience as given in Technical Evaluation
- ii. Should be Pakistan Based

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 (Appendix-B), 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 liable for rejection by the TDAP

VII. BID SECURITY:

- i. The original tender shall be accompanied by a bid security equivalent to Rs. 50,000/- and with minimum validity of 30 days in the form of Pay order/Demand Draft/ Bankers Cheque issued by a scheduled bank of Pakistan in favour of Trade Development Authority of Pakistan (TDAP). The bid security of the bidders will be refunded after award of Tender and acceptance thereof by the responsive bidder.
- ii. 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:

TECHNICAL BID:


A proposal shall be rejected if it does not respond to important aspects of the RFP or if it fails to achieve the qualifying technical score (80 Marks as indicated in the Data Sheet)

The Technical Proposal should contain minimum of following documents:

- a. A covering letter addressed to the undersigned, categorically confirming that the agency fully meets the aforementioned Eligibility Criteria. Any shortcoming meeting any of the critical criteria must be clearly stated.
- b. Copy of the agency's certificate of incorporation (Incase of Company)
- c. Copy of NTN registration
- 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 proposed methodology to be adopted in providing PR services to TDAP in the project, optional.

FINANCIAL BID:

- a. The Financial Bid must be filled in on the format at **(Appendix-B)** printed on the letterhead of the creative agency.



- b. The Tender document duly signed on each page (Each of correction also duly signed and stamped without any over writing) along with the prescribed bid security shall be sealed and clearly marked in an envelope and delivered in person by dropping in the specified drop box or by registered mail or through courier service the following address:

DEPUTY DIRECTOR (EXPO-2020 CELL)

Trade Development Authority of Pakistan

3rd Floor, Block-A FTC Building Shahra e Faisal Karachi

Ph No. 021-99207211

- c. The bids must reach on before the time and date given in the notice of tender at which time and place they will be opened in presence of the representative of the bidders, who may wish to be present. Only the name of the bidders and the total prices shall be announced by the TDAP at the time of the opening of the tenders.
- 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.

IX. AWARD OF CONTRACT:

- a. The contract shall be awarded to the bidder scoring at least 80% in Technical proposal and lowest in Financial Proposal.
- b. 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 agreement duly signed on a judicial stamp paper of appropriate value in the prescribed form **(Appendix-C)** 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.

X. PAYMENT TERMS:

The payment shall be made in the bank account of company or its authorized representative after receipt of bill as per following schedule:

S. No	Milestone	Payment
A. Brand and Identity Creation and Communication Design		
01	Design and development of Theme Architecture	10%
02	Finalization of Identity logo	10%
03	Preparation of Sponsorship Package	10%
04	Development of Interactive Design	20%

QUBT 11

05	Conclusion of the event	50%
B. Web portal and social media branding and operation		
i	Design approval and development of Web Portal	80% of relevant head
ii	Design Approval and Development of Mobile app (Android & IOS)	80% of relevant head
iii.	Design approval and Development of FB, Twitter account etc	80% of relevant head
iv.	Any other related assignment	80% of relevant head
v.	On Conclusion of the event	Remaining 20% of each head

On Site

SECTION-IV

EVALUATION CRITERIA

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EVALUATION CRITERIA

TECHNICAL EVALUATION:

The minimum requirement of Technical evaluation is 80 marks. The evaluation criteria for technical proposals will be as under:

S.#	Technical Parameters	Maximum Marks
01	A. AGENCY PROFILE:	30
	i. No of Employees:	
	a) More than 50 Employees on payroll – 10 Points	10
	b) Between 25 to 50 Employees – 08 Points	
	c) Between 15 to 24 Employees – 05 Points	
02	d) Less than 15 Employees – 0 Points	
	ii. Relevant Qualification of Management and Team	
	a) Relevant to Designing and Brand Creation– 10 points	10
	b) Relevant to either of Brand creation or Designing – 05 points	
	c) None of the designing or brand creation – 0 points	
03	iii. Business Turnover during last three years	
	a) Average of Last three years 50 Million PKR and above- 10 points	10
	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	
02	C. EXPERIENCE:	40
	i. Years of Experience in designing works	
	a) More than 15 Years – 10 Points	
	b) Between 10-15 Years – 08 Points	10
	c) Between 5-14 Years – 05 Points	
	d) Between 2 – 4 Years – 02 Points	
	e) Less than 2 years – 0 Points	
	ii. Clientele	
	a) More than 25 MNCs/ listed Companies in any trade- 10 Points	10
	b) Between 20-25 MNCs/ Listed companies in any trade – 08 Points	
03	c) Between 10 to 19 MNCs/ Listed companies in any trade – 05 Points	
	d) Less than 10 MNCs/ Listed companies in any trade – 0 Points	
	iii. Experience of Brand creation	
	a) Identity development/ brand creation for banks and MNCs only – 05 Points	05
	b) Identity Development/ brand creation for local Business – 05 Points	05
03	c) Webportal Design, operation and maintenance -05 Points	05
	d) Social Medial Operations and Maintenance -05 Points	05
03	D. WORK PLAN (Presentation)	30
	a) Concept and Timeliness	30
TOTAL SCORE		100
Minimum Qualifying Score		80

FINANCIAL EVALUATION:

The financial bid need to be submitted on **Bid Form (Appendix-B)**. The Financial Proposals of only technically responsive bidders shall be opened in presence of bidders, who may wish to be present, on the date and time notified later. The financial proposals of bidders whose technical proposals have not been short-listed shall be returned un-opened to respective bidders.

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SECTION –IV

SPECIAL STIPULATION- APPENDIX-

‘A’

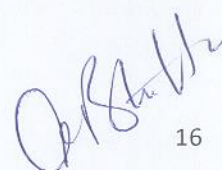
FORM OF AGREEMENT- APPENDIX-

‘B’

Q. Bhatt

APPENDIX – ‘A’**SPECIAL STIPULATIONS****(TENDER FOR HIRING CREATIVE AGENCY FOR INTEGRATED MARKETING SOLUTION)**

1	Request for Proposal																																								
2	Works	Contract for Hiring of Creative Agency for Integrated Marketing Solution																																							
3	TDAP	Address: 3 rd & 5 th Floor, Block-A, F.T.C Building Shahrah-e-Faisal Karachi																																							
4	TDAP's Representative	Director General (Expo 2020)																																							
5	Response Time	Within 15 Days																																							
6	Bid security	Rs. 50,000/- in the form of Pay order/Demand Draft in favour of Accounts Officer TDAP																																							
7	Validity of Bid	30 calendars days																																							
8	Performance Security	Nil																																							
9	Retention Money	Nil																																							
10	Technical Qualification Criteria	80% Score in Technical Qualification Criteria																																							
11	Payment Schedule	<table> <tr> <th>S. No</th><th>Milestone</th><th>Payment</th></tr> <tr> <td colspan="3">A. Brand and Identity Creation and Communication Design</td></tr> <tr> <td>01</td><td>Design and development of Theme Architecture</td><td>10%</td></tr> <tr> <td>02</td><td>Finalization of Identity logo</td><td>10%</td></tr> <tr> <td>03</td><td>Preparation of Sponsorship Package</td><td>10%</td></tr> <tr> <td>04</td><td>Development of Interactive Design</td><td>20%</td></tr> <tr> <td>05</td><td>Conclusion of the event</td><td>50%</td></tr> <tr> <td colspan="3">B. Web portal and social media branding and operation</td></tr> <tr> <td>i</td><td>Design approval and development of Web Portal</td><td>80% of relevant head</td></tr> <tr> <td>ii.</td><td>Design Approval and Development of Mobile app (Android & IOS)</td><td>80% of relevant head</td></tr> <tr> <td>iii.</td><td>Design approval and Development of FB, Twitter account etc</td><td>80% of relevant head</td></tr> <tr> <td>iv.</td><td>Any other Assignment</td><td>80%^ of the relevant head</td></tr> <tr> <td>V</td><td>On Conclusion of the event</td><td>Remaining 20% of each head</td></tr> </table>	S. No	Milestone	Payment	A. Brand and Identity Creation and Communication Design			01	Design and development of Theme Architecture	10%	02	Finalization of Identity logo	10%	03	Preparation of Sponsorship Package	10%	04	Development of Interactive Design	20%	05	Conclusion of the event	50%	B. Web portal and social media branding and operation			i	Design approval and development of Web Portal	80% of relevant head	ii.	Design Approval and Development of Mobile app (Android & IOS)	80% of relevant head	iii.	Design approval and Development of FB, Twitter account etc	80% of relevant head	iv.	Any other Assignment	80%^ of the relevant head	V	On Conclusion of the event	Remaining 20% of each head
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(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. _____

- c. We are ready for Provision of services given in the scope of services for an accumulated fee in Pakistan Rs.....in words as per details given hereunder:

S. No	PARTICULARS	Total Price in PKR (Inclusive of Taxes)
A. Brand and Identity Creation and Communication Design		
01	Brand and Identity Creation and Communication Design (Lump sum)	
B. Web portal and social media Branding and Operation		
i.	Design, develop and Operate Website page	
ii.	Design, develop and Operate Mobile App/ Applications (Android & IOS)	
iii.	Design, Develop and Operate FB page, Twitter account	
iv.	Any other Assignment (to be identified by bidder)	
Total		

- d. Cumulative total shall count towards financial evaluation.
- e. We shall abide by all the terms and conditions of the tender.
- f. 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.

Signature: _____

Name: _____

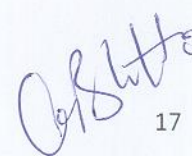
Designation: _____

CNIC No. _____

Date: _____

Stamp: _____

(copy enclosed)



FORM OF AGREEMENT

(TO BE PRINTED ON STAMP PAPER)

This Agreement is made at on this day of2020

BETWEEN

TRADE DEVELOPMENT AUTHORITY OF PAKISTAN, KARACHI having its office located at 3rd and 5th 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....., 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.....has been selected as the successful bidder and that such performance will be in furtherance of Pakistan's representation at the Expo-2020 Dubai being held from 20th October 2020 to 10th April 2021.

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) Expression of Interest
- b) Scope of Work
- c) Instruction to Bidders/General Terms & Conditions
- d) Special Stipulations
- e) Bid Form
- f) Form of Agreement



g) 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:

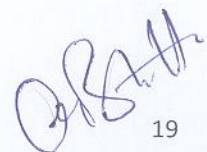
- 3.1.1 The SERVICE PROVIDER is awarded the services of Integrated Marketing Solution to carry out the works as per scope given in clause forof Pakistan Pavilion at the Expo-2020 Dubai, UAE to be coordinated with TDAP or its nominated representative and with the Expo-2020 Dubai Authorities and to be 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:, 2020;
- 3.2.3 Expected duration of Expo-2020 Dubai Event: October 20, 2020 to April 10, 2021;
- 3.2.4 This contract may be terminated by TDAP at any time by giving twenty (20) 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 twenty (20) days notice of such breach to cure 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 PKR and as remunerations on monthly basis
- 3.3.2 TA/DA on actual basis (Economy Class air ticket plus accommodation)



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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 Dubai and Karachi 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 Creative Agency for Integrated Marketing 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

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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.

3.7 **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.


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- 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**

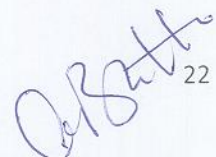
- 3.9.1 Within the scope of this Contract, the parties agree to support each other in reaching the mutually beneficial success of Pakistan's pavilion at Expo-2020 Dubai and provide communication structures to maintain an efficient exchange of relevant information.
- 3.9.2 The copyright of the products 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

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