



Trade Development Authority of Pakistan

**EXPRESSION OF INTEREST (EOI)
SERVICES OF CURATORIAL TEAM/
CONSULTANTS REQUIRED**

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SECTION-I
EXPRESSION OF INTEREST

TRADE DEVELOPMENT AUTHORITY OF PAKISTAN

(EXPO-2020 DUBAI)

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

Dated 23/01/2020

Expression of Interest

SERVICES OF CURATORIAL TEAM/CONSULTANTS REQUIRED

Trade Development Authority of Pakistan (TDAP), invites Expression of Interest from Curatorial teams/ Consultants of well reputed and experienced professionals to provide curatorial services for Pakistan Pavilion at 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 Individuals/ 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. Procedure for selection under Quality Based Selection method in accordance with Procurement of Consultancy Services Regulations 2010 would be used for the selection of Consultants.

4. Sealed Expressions of Interest, 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 10th 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 WORK

SCOPE OF WORK

INTRODUCTION TO THE EVENT:

Expo 2020 Dubai is an opportunity to showcase progress that Pakistan has made over the period of time. Around 192 Countries are participating and 25 Million people 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 approved TDAP as Responsible National Authority (RNA). Trade Development Authority of Pakistan (TDAP) is seeking the services from reputable and experienced Professionals/Consultants to perform Curatorial Services in respect of Pakistan's participation in Expo-2020 Dubai. The detailed scope is given as under:

SCOPE OF WORK:

- a. Outline the vision and concept of the Pakistan Pavilion
- b. Curation concept for Theme Statement **"Pakistan-The Hidden Treasure"**
- c. Plan, design and supervise the entire Inner Journey, associated interior design and the external landscape matching the theme
- d. Identify Fit-out, AV and lighting requirements and specifications
- e. Plan the total experience from the point of entry to the point of exit - the entire journey - and develop the concept in detail
- f. Provide the timeliness for achievement of Inner journey within 15 days from the date of contract
- g. Work on the design of the Pavilion to give a feel experience of progressive, tolerant, adventurous, enterprising, industrious, generous, innovative, creative, hospitable, futuristic Pakistan with the objective to promote local enterprise, e-commerce and attract foreign investment
- h. Supervise and ensure development of Digital Contents for the display inside the pavilion
- i. Identify the best traditional crafts Pakistan has to offer with the potential for export for the Gift Shop
- j. Design the products with relevant designers from within the country and have samples developed as prototypes.
- k. Liaise with Expo 2020 Authorities for execution of the assignments
- l. The Principal Curator/ Consultant will submit the detailed profiles of Support team associated to perform the respective technical jobs like Interior Design, Fit-outs and AV System and other related assignments

SECTION-III
INSTRUCTIONS TO BIDDERS / GENERAL
TERMS AND CONDITIONS

INSTRUCTIONS TO BIDDERS

SERVICES OF CURATORIAL TEAM/CONSULTANTS REQUIRED

GENERAL TERMS AND CONDITIONS

A. GENERAL TERMS:

- a. Trade Development Authority of Pakistan (hereinafter referred as “TDAP”) invites proposals/bids from reputable and experienced Curatorial Team/Consultants to provide Curatorial Services for Pakistan Pavilion in Expo 2020 Dubai.
- b. Only qualified and experienced professionals (Individuals through consortium/Consultants) registered with concerned authorities are eligible to submit bid to the TDAP for the work mentioned in scope of work.
- c. Single Stage Two Envelop Procedure will be used for selection under **Quality based selection method under Regulation, 2010** for procurement of consultancy services shall be applied.
- d. Bids shall be prepared and submitted to the TDAP strictly in accordance with the instructions set forth herein.
- e. Interested Individuals / Companies 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.
- f. **The contract shall be awarded to Technically responsive bidder having highest score in Technical Proposal.**
- g. All entries in the tender are to be made in ENGLISH LANGUAGE. Corrections etc. shall be signed by the authorized person.
- h. The rate should be written in 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.
- i. The Team/Consultants shall be stationed at Karachi
- j. The Team /Consultants may be required to depute its team at UAE and at Karachi simultaneously, to execute the contract.

- k. Traveling and accommodation charges for visits out of Karachi shall be paid on actual basis (Economy Class Ticket plus accommodation).
- l. The Interested Parties (IP) who have been defaulter and/or in litigation with TDAP or any other government organization at any time, shall not be eligible to participate in the bid. Besides, IP should not have faced any criminal charges, proceedings or cases (Individual/Company shall have to submit affidavit to this effect).
- m. The Team/Consultant will be required to give a comprehensive presentation for technical evaluation purpose.

B. ELIGIBILITY CRITERIA:

- a. Minimum Qualification and Experience as given in Technical Evaluation
- b. Should be Pakistan Based

C. SUFFICIENCY OF TENDER:

- a. Each bidder shall be deemed to have fully satisfied itself 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 their obligations under the contract and all matters and things necessary for the proper completion of the project.
- b. No bidders shall have the right to make any objection, excuse or claim about correctness and sufficiency of their tender by the TDAP.

D. VERBAL INSTRUCTIONS BE IGNORED:

TDAP shall not assume any responsibility for information, interpretation and deduction, the Bidder 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 Document.

E. 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.

F. INCOMPLETE TENDER:

Incomplete or partially submitted bid shall be liable for rejection by the TDAP.

G. BID SECURITY:

- a. The original tender shall be accompanied by a bid security equivalent to Rs. 25,000/- 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 favor of TDAP. The bid security of bidders will be refunded after award of Tender and acceptance thereof by the responsive bidder.
- b. 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.

H. SUBMISSION OF TENDER:

TECHNICAL BID:

A proposal shall be rejected if it does not respond to important aspects of the EOI, or if it fails to achieve the qualifying technical score (70 marks) as indicated in the Data Sheet.

The Technical Proposal should contain minimum of following documents:

- a. A covering letter addressed to the TDAP, categorically confirming that Individuals/Company fully meet the aforementioned Eligibility Criteria. Any shortcoming in meeting any of the critical criteria must be clearly stated;
- b. Copy of the Agreement forming Consortium of Consultants or Incorporation Certificates (in case of company);
- c. Copy of NTN registration in case of Company/Individuals;
- d. Copies of Qualifications and Experience
- e. Detailed presentation including approach & methodology and competency of the Company/Individual as mentioned in the Data Sheet;

FINANCIAL BID:

- a. The Financial Bid must be filled in on the format at Appendix 'B' printed on the letterhead of the Principal Curator/Consultant/ Company.
- b. Financial Bid should also contain the Tender Document duly signed on each page (each of correction also duly signed and stamped without any overwriting) along with the prescribed bid security shall be sealed and clearly marked in an envelope and delivered in person or by registered mail or through courier service to the following address:

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

- c. The bids must reach on or 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, if applicable.

I. AWARD OF CONTRACT:

- a. The contract shall be awarded on Quality Based Selection Method to the bidder with highest score in Technical 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 of Agreement (**Appendix 'C'**) to the TDAP within three working days from the Award of Tender. In case of failure of the bidder(s) to do so, the bid security will be forfeited.

k. PAYMENT TERMS:

- a. All payments shall be made in PKR on monthly basis after deduction of applicable taxes.
- b. **Payees Cheques in the name of individuals of consortium may be issued.**

SECTION-IV

EVALUATION CRITERIA

EVALUATION CRITERIA

This is quality based procurement procedure therefore the minimum qualifying marks for the technically responsive bidder shall be 70% whereas contract shall be awarded to bidder scoring highest in Technical Proposal:

DATA SHEET FOR TECHNICAL EVALUATION

S No	Particulars	Max. Marks
01	A. QUALIFICATION AND EXPERIENCE: (Relevant documents to be submitted)	50
	<u>Principal Curator:</u>	
	Qualification:	03
	i. Basic qualification in Fine Arts/ Relevant Field	02
	ii. Foreign Courses/Certifications in the relevant field	
01	Experience:	10
	i. No. of years of work experience in the relevant field	
	(a) More than 25 years – 10 points	
	(b) Between 20-24 years – 6 points	
	(c) Between 15 -19 years – 3 points	
	(d) Less than 15 years – 0 points	
		10
	ii. No. of relevant projects executed	
	(a) More than 30 projects – 10 points	
	(b) Between 20-24 projects – 6 points	
	(c) Between 15 -19 projects – 3 points	
	(d) Less than 15 projects – 0 points	
02	<u>Support team for Curation:</u>	
	Qualification:	03
	i. Basic qualification in Fine Arts/ Relevant Field	02
	ii. Foreign Courses/Certifications in the relevant field	
	Experience:	
	i. No. of years of work experience in the relevant field	10
	(e) More than 25 years – 10 points	
	(f) Between 20-24 years – 6 points	
	(g) Between 15 -19 years – 3 points	
	(h) Less than 15 years – 0 points	
02	ii. No. of relevant projects executed	10
	(e) More than 30 projects – 10 points	
	(f) Between 20-24 projects – 6 points	
	(g) Between 15 -19 projects – 3 points	
	(h) Less than 15 projects – 0 points	
02	B. PRESENTATION:	50
	i. Concept	25
	ii. Proposed Work Plan	25
	TOTAL SCORE	100
	Minimum Qualifying Score	70%

Note: The Curatorial Team/Consultants will be required to give a comprehensive presentation for technical evaluation purposes. The final decision of technical qualification or disqualification of Curatorial Team/Consultants will be made on the basis of their presentation.

FINANCIAL EVALUATION:

The Financial Proposal of only technically highest scoring bidder shall be opened in presence of bidders, who may wish to be present, on the date and time notified later. The Financial Proposal of the bidder whose Technical Proposal have not been shortlisted shall be returned un-opened to respective bidder.

The contract shall be awarded on Quality Based Selection Method to the bidder with highest score in Technical Proposal.

SECTION – V

SPECIAL STIPULATIONS – APPENDIX ‘A’

BID FORM – APPENDIX ‘B’

FORM OF AGREEMENT – APPENDIX ‘C’

INTEGRITY PACT – APPENDIX ‘D’

SPECIAL STIPULATIONS**(TENDER FOR HIRING OF CURATORIAL SERVICES IN RESPECT OF
PAKISTAN'S PARTICIPATION IN EXPO-2020 DUBAI)**

1	Works	Contract for Hiring of Curatorial Services
2	TDAP	Address: 3 rd and 5 th Floor Block-A FTC Building Shahr-e Faisal Karachi.....
3	TDAP's Representative	Director General (Expo2020)
4	Bid security	Rs. 25,000/- in the form of Pay Order/Demand Draft
5	Performance Security	Nil
6	Retention Money	Nil
7	Period of contract	From2020 to Completion of April, 2021
8	Delivery Period	
9	Payment Schedule	i. Monthly Remuneration ii. Traveling and Daily Allowance on actual basis (Economy Class Ticket plus accommodation)

(To be printed on Letterhead of the Company/Individual)

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 Pakistani Rupees...../ (in words.....) as per details given hereunder:

S No	Particulars	Monthly Remuneration in PKR (inclusive of all applicable Taxes)
01	Principal Curator	
02	Support Team for Curation (details of each individual to be given)	
	Total Monthly Remuneration	

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

d. 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. _____ (copy enclosed)

Date: _____

Stamp: _____

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 (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.....(Principal Curator) having its principal office at through its, M (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 appointment of on the Basis of which M/shas 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 appointed as **CURATOR** 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 airticket plus accommodation)

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 Curator for Pakistan pavilion at Expo-2020 Dubai to declare the appointment of the SERVICE PROVIDER as Curator for 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 Curator 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.

3.7 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 balcklist the Principal Curator 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) TDAP
3rd and 5th floor Block-A, FTC Building Shahra e Faisal Karachi
Tel:
Fax: +
Email:rizwan.tariq@tdap.gov.pk
To The SERVICE PROVIDER
.....
.....
Tel:
Email:

FOR AND ON BEHALF OF
THE SERVICE PROVIDER

(SEAL)

FOR AND ON BEHALF OF
THE TDAP

(SEAL)

Signed and delivered by the SERVICE PROVIDER above named in the presence of:	Signed and delivered by the TDAP above named in the presence of:
<u>WITNESSES:</u>	<u>WITNESSES:</u>
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]