



Government of Pakistan
Ministry of Commerce
Trade Development Authority of Pakistan



**Hiring of Services of Individual Curator/Curation company for
Pakistan's participation in Expo 2025, Osaka
(13th April-13th October, 2025)**

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SECTION-I

REQUEST FOR PROPOSAL FOR

Hiring of Services of Individual

Curator/Curation company for

Pakistan's participation in Expo 2025,

Osaka

(13th April-13th October, 2025)



**Government of Pakistan
Ministry of Commerce
Trade Development Authority of Pakistan**



No. TDAP-1(3)/DD/EXPO/OSAKA/2025

Request for Proposal

**Hiring of Services of Individual Curator/Curation company for
Pakistan's participation in Expo 2025, Osaka
(13th April-13th October, 2025)**

Trade Development Authority of Pakistan (TDAP), invites Request for Proposal (RFP) from well reputed and experienced Individual Curator/Curation company to provide curatorial services for Expo 2025, Osaka, Japan.

2. The detailed bidding documents containing scope of work, 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 PPRA EPADS website (<https://eprocure.gov.pk/>), at the cost of PKR 2,000/- in the form of pay order in the favor of TDAP.
3. Single Stage Two Envelope Procedure will be used for open competitive bidding. Interested Individuals/ Firms will submit their sealed bids comprising a single package containing two separate envelopes. Each envelope shall contain separately the 'financial' and 'technical' proposals which will be clearly mentioned in bold and legible letters on respective envelopes to avoid any confusion.
4. Sealed Request for Proposals, prepared in accordance with the instructions in the bidding documents, must reach at the office of the Assistant Director, Trade Development Authority of Pakistan (TDAP), Headquarters, Karachi (5th Floor, FTC Building, Shahrah e Faisal, Karachi) before 11:30 A.M. by 8th July 2024. Moreover, the bids, prepared in accordance with the instructions in the bidding documents, must be submitted on EPADS by 8th July 2024 before 11:30 AM too. Technical Bids will be opened on the same day at 12:00 P.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.

**Muhammad Ahmed Khan
Assistant Director (Osaka Expo 2025)
Trade Development Authority of Pakistan
Ministry of Commerce
Government of Pakistan
5th Floor, FTC Building, Shahrah e Faisal, Karachi
Tel: 021-9925810 Email: ahmed.khan@tdap.gov.pk**

SECTION-II

SCOPE OF WORK

Scope of Work

Introduction to the Event:

Trade Development Authority of Pakistan (TDAP), is a Federal Government Organization working under administrative control of the Ministry of Commerce. TDAP has been entrusted with responsibility to represent Pakistan at World Expo 2025, Osaka, scheduled from 13th April till 13th October, 2025 at Osaka, Japan. The theme of Expo 2025, Osaka is “Designing Future Society for Our Lives,” and the sub-themes are “Saving Lives” “Empowering Lives” and “Connecting Lives”. Through its participation, TDAP aims to represent Pakistan internationally at World Expo 2025, Osaka as a futuristic nation by aligning its products/services with the SDGs and promoting local enterprises, e-commerce, product sophistication, creativity & technological advancements. The exhibition will be a six months long display of products/services/virtual display with a blend of commercial and promotional activities. It will involve showcasing of Pakistani products/services as per the theme and sub-themes of the exhibition. The exhibition will consist of an exquisite display through a thematic composite (53 sqm.), of high-end product range/services from Pakistan and an additional space of 15 sqm for commercial activities. Besides, a virtual Expo will also be managed by the organizers of Expo 2025, providing the participants with a virtual space to showcase the potential of their respective nations.

For this purpose, TDAP intends to hire services of reputable and experienced Individual Curator/Curation company duly registered with concerned tax authorities and relevant legal entities to provide Curatorial Services for Pakistan’s participation in Expo-2025 Osaka, subject to terms & conditions specified in the Bidding Document.

Scope of Work

The scope of work includes, but is not limited to:

- a) Outline the Vision and Concept of the thematic composite on allocated space to create inner journey during Expo 2025.
- b) To identify the key installations and fixtures to be added in Pakistan’s pavilion as per the sub-thematic display
- c) Curation of concept for theme statement and sub-themes
- d) Plan and develop 3D designs along with timeline (within 15 days) for the thematic composite (53 sq. m) which will depict the feel experience of progressive, tolerant, adventurous, enterprising, industrious, generous, innovative, creative, hospitable, gender inclusive, futuristic Pakistan with the objective to promote local enterprise, e-commerce and attract foreign investment. The design should include all specifications of lighting, sound, material, equipment to be used etc.
- e) To ensure that the pavilion becomes the ‘Ambassador of Pakistan’.
- f) Identification of the best traditional/innovative crafts for the composite display to be displayed in exhibit space throughout the event, as per requirements.
- g) Identification of items to be sourced for commercial activities & to be presented to dignitaries

- h) Engage the professionals, artists, film makers, musicians, crafts persons, technicians, architects & designers as per requirement.
- i) Identify the material exhibits used in the pavilion's interior.
- j) Submit phase-wise timelines for the implementation of the concept within 15 days of signing the contract.
- k) Submit three proposals for digital contents, as per themes, for the approval of TDAP.
- l) Supervise and ensure development of approved digital contents , for enhancing the overall experience of the concept. Material will be required in Japanese language as well for promotion during the event.
- m) Individual Curator/Curation company will be responsible for implementation of the plan during the event including placement of exhibits and artifacts.
- n) Liaise with TDAP and Embassy of Pakistan, Japan for the execution of the assignments.
- o) The Individual Curator/Curation company will submit the detailed profiles of the Support Team associated with the project to perform the respective technical jobs and related assignments.
- p) The Individual Curator/Curation company will report to the Project Director and/or any nominee from TDAP.

SECTION-III

**INSTRUCTIONS TO BIDDERS/
GENERAL TERMS AND
CONDITIONS**

INSTRUCTIONS TO BIDDERS

SERVICES OF INDIVIDUAL CURATOR/ CURATION COMPANY REQUIRED

GENERAL TERMS AND CONDITIONS

GENERAL TERMS:

- a) Trade Development Authority of Pakistan (hereinafter referred as "TDAP") invites proposals/bids from reputable and experienced Individual Curator/Curation company to provide Curatorial Services for Pakistan's Participation in Expo 2025, Osaka.
- b) Only qualified and experienced professionals (Individuals through consortium/Consultants) registered with concerned authorities are eligible to submit bids to the TDAP for the work mentioned in scope of work.
- c) Single Stage Two Envelope Procedure will be used for selection under Quality and cost based selection method in accordance with Public Procurement Rules.
- 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 a 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) The contract shall be awarded on the basis of Quality and cost method based on 70% weightage for technical bid and 30% weightage for financial bid.
- 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 (inclusive of Taxes); 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 in Pakistan. The Team /Consultants may be required to depute its team at Osaka, Japan and at Pakistan simultaneously, to execute the contract.
- j) Traveling and accommodation charges for visits (related to Expo 2025 work only) shall be paid by TDAP on actual basis as; Economy Class return ticket, accommodation and daily allowances admissible for Individual Curator/Curation company equivalent to Category II

and team equivalent to Category III as per rules set forth by the Government of Pakistan. Prior approval of TDAP will be required for traveling; within the country & outside the country.

- k) 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 an affidavit to this effect)**.
- l) The Team/Consultant will be required to give a comprehensive presentation for technical evaluation purposes.

ELIGIBILITY CRITERIA:

This tender invitation is open to all bidders/firms in Pakistan fulfilling the following eligibility criteria:

- a) The bidder must possess valid registration/ trade licenses with concerned authorities in Pakistan.
- b) The bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization of Pakistan are NOT ELIGIBLE. The firm must provide an undertaking as required to this effect.
- c) The bidder should not be involved in litigation with any Government department of Pakistan. The firm must provide an undertaking as required to this effect.
- d) The bidder should have relevant experience of providing curation services in Pakistan/abroad. Reference/ details to be provided in the technical proposal
- e) Should be Pakistan Based.

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.

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.

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.

INCOMPLETE TENDER:

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

BID SECURITY:

- a) The original tender shall be accompanied by a bid security equivalent to 2% of the financial bid and with minimum validity of 60 days, in the form of Pay Order/Demand Draft issued by a scheduled bank of Pakistan in favor of TDAP. The bid security of the unsuccessful bidders will be refunded after the 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.

SUBMISSION OF TENDER:

The bids, prepared in accordance with the instructions in the bidding documents, must be submitted on EPADS by the ----- . The Bids/ Proposals should also be delivered in person or by registered mail or through courier service at the following address:

ASSISTANT DIRECTOR (Osaka EXPO-2025 CELL)

Trade Development Authority of Pakistan

5th Floor, Block-A FTC Building

Shahrah e Faisal, Karachi

Ph No. 021-9925810

The bids must be uploaded on E-Pad and 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.

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 (65 marks) as indicated in the Data Sheet. The Technical Proposal should contain minimum of following documents:

- a) A covering letter addressed to the ASSISTANT DIRECTOR (EXPO 2025 CELL) TDAP, categorically confirming that Individuals/Companies 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;
- a) Bid Security of 2% of quotation in the form of Pay Order/ DD in favor of the Trade Development Authority of Pakistan, Karachi

The proposal shall be declared substantially non-responsive if it fails to achieve the qualifying technical score of 65 Marks.

FINANCIAL BID:

- a) The Financial Bid must be filled in on the format at Appendix 'B' printed on the letterhead of the Individual Curator/Curation 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 TDAP Karachi address.
- c) The bids, prepared in accordance with the instructions in the bidding documents, must be submitted on EPADS as per the time and date given on the notice of the tender..Also, the bids must reach TDAP office on or before the time and date given in the notice of tender at which time and place is mentioned. 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.

AWARD OF CONTRACT:

- a) The contract shall be awarded on Quality and cost Based Selection Method to the bidder with 70% weightage of Technical Proposal and 30% weightage of Financial Proposal.
- b) 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 financial quote will get full marks for the Financial Proposal and the next higher will accordingly get a 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) x 0.7 + Financial Proposal score

- c) 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.

PERFORMANCE GUARANTEE:

The most advantageous bidder (after calculation of 70% technical weightage and 30% financial weightage) 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 favor of the Employer valid for a period 30 days beyond the Event conclusion date.

PAYMENT TERMS:

- a) All payments shall be made in PKR on the project basis after deduction of applicable taxes as per payment schedule (completion of task is subject to approval by TDAP):
 - i. 10% on presentation of detailed work plan
 - ii. 10% on completion of customized stall fabrication
 - iii. 25% on complete setup of the pavilion
 - iv. 15% after every 2 months of Expo 2025 (45% in total for 6 months)
 - v. 10% upon closing of Expo 2025

- b) All the payments will be made in the form of payees cheques.

- c) Traveling and accommodation charges for visits (related to Expo 2025 work only, subject to prior approval by TDAP) shall be paid by TDAP on actual basis as; Economy Class return ticket, accommodation and daily allowances admissible for Principal curator equivalent to Category II and team equivalent to Category III as per rules set forth by the Government of Pakistan.

SECTION-IV

EVALUATION CRITERIA

EVALUATION CRITERIA:

This is quality and cost based procurement procedure therefore minimum qualifying marks for the technically responsive bidder shall be 65%. The Company/Individual must have been in operation for minimum of 07 years as on the date of issuance of this RFP in designing/production of creatives/commercials for various media, including print, TV, Radio online, outdoor etc as well as publicity material including brochures, posters, maps calendars etc The firm (Single Company not group of Companies or Group of Firms) must have an annual revenue (Turnover) of PKR 05 Crores and above consistently in the last three financial years (2020-2021, 2021-2022, 2022-2023) The firm should have handled at least one creative project in any section with revenue of over PKR 01 Crore in any one of the last three financial years (2020-2021, 2021-2022, 2022-2023)

DATASHEET FOR TECHNICAL EVALUATION:

Sr No	Particulars	Max. Marks
01	A. Qualification and Experience: (Relevant documents to be submitted)	55
	<u>Principal Curator*:</u>	
	Qualification: i. Basic qualification in Relevant Field (Fine Arts etc.)—03 points ii. Foreign Courses/ Certifications in the relevant field—02 points	05
	Experience: i. No. of years of work experience in the relevant field a) More than 10 years’ experience--- 10 points b) Between 07-10 years’ experience---07 points ii. No. of relevant projects executed (national + international) a) More than 10 projects—10 points b) Between 07-10 projects—07 points c) Between 05-07 projects—05 points d) Less than 05 projects— 02 point iii. Turnover of the firm a) More than PKR 50 million—05 points	10

	b) Between PKR 30-50 million—03 points	05
	<u>Support Team Curator:</u>	
	Qualification:	
	i. Basic qualification in Relevant Field (Fine Arts etc)..03 points	05
	ii. Foreign Courses/ Certifications in the relevant field..02 points	
	Experience:	
	i. No. of years of work experience in the relevant field	
	a) More than 10 years’ experience--- 10 points	10
	b) Between 07-10 years’ experience-- 07 points	
	c) Between 05-07 years’ experience---05 points	
	d) Less than 05 years’ experience--- 02 point	
	ii. No. of relevant projects executed (national + international)	
	a) More than 10 projects—10 points	10
	b) Between 07-10 projects—07 points	
	c) Between 05-07 projects—05 points	
	d) Less than 05 projects—02 point	
	B. Presentation	45
02	i. Concept	25
	ii. Proposed Work Plan	20
TOTAL SCORE		100
Minimum Qualifying Score		65%

Note:

*Principal Curator without a bachelor’s degree will not be eligible.

The Individual Curator/Curation company will be required to give a comprehensive presentation for the technical evaluation process. The final decision of technical qualification or disqualification of Individual Curator/Curation company will be made on the basis of their presentation.

FINANCIAL EVALUATION:

- a) The financial proposal of only technically responsive bid scoring minimum 65 marks shall be opened in the 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 has not been shortlisted shall be returned unopened to the respective bidder.
- b) The contract shall be awarded on Quality and cost Based Selection Method to the bidder with 70% weightage of Technical Proposal and 30% weightage of Financial Proposal.
- c) A combined evaluation of the Technical and financial 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 financial quote will get full marks for the Financial Proposal and the next higher will accordingly get a 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) x 0.7 + Financial Proposal score

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 EXPO 2025, OSAKA)**

1.	Works	Hiring of Services of Individual Curator/Curation company for Pakistan's participation in Expo 2025, Osaka
2.	TDAP	5th Floor, FTC Building, Shahrah e Faisal, Karachi
3.	TDAP's Representative	Muhammad Ahmed Khan, Assistant Director, Expo 2025, TDAP, Karachi
4.	Bid security	2% of the financial bid in the form of Pay Order/Demand Draft
5.	Performance Security	10% of the financial bid
6.	Period of Contract	From signing of contract till Completion of Project
7.	Delivery Period	<ul style="list-style-type: none">● Theme/ concept = within 15 days of signing of contract● Finalized interior design for the pavilion along with proposed fixtures and installations= within 30 days of signing of contract● Identification of Exhibits & souvenirs as per theme = within 30 days of signing of contract● Handling of Pavilion = signing of contract till project completion
8.	Payment Schedule	<ul style="list-style-type: none">● Project based, applicable to admissible taxes with following schedule (completion of task is subject to approval by TDAP):<ul style="list-style-type: none">i. 10% on presentation of detailed work planii. 10% on completion of customized stall fabricationiii. 25% on complete setup of the pavilioniv. 15% after every 2 months of Expo 2025 (45% in total for 6 months)v. 10% upon closing of Expo 2025

		<ul style="list-style-type: none">● Traveling and Daily Allowances will be covered by TDAP as:<ul style="list-style-type: none">i. Economy Class Ticket plus Accommodation, traveling related to the official work will be borne by TDAPii. For daily allowances: Curator equivalent to Category II; Team equivalent to Category III, as notified by Government of Pakistaniii. Prior approval of TDAP will be required for traveling; within country & outside country
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(To be printed on Letterhead of the Company/Individual)

Financial Proposal
BID FORM

- a. Name & Address of Bidder: _____
Telephone: _____
Fax: _____
Sales Tax No. _____
National Tax No. _____

- b. We are ready for Provision of services given in the scope of services for an accumulated fee of PKR...../ (in words... ..) as per details given hereunder:

Sr. No	Particulars	Price quoted inclusive of taxes (in PKR)
i.	Curation of concept for theme statement and sub-themes and outline of concept	
ii.	Identification of the key installations and fixtures to be added in Pakistan's pavilion as per the sub-thematic display	
iii.	3D designs for the thematic composite (53 sq. m) which will present Pakistan as progressive, tolerant, adventurous, enterprising, industrious, generous, innovative, creative, hospitable, gender inclusive, futuristic Pakistan with the objective to promote local enterprise, e-commerce and attract foreign investment. The design should include all specifications of lighting, sound, material, equipment to be used etc.	
iv.	Identification of the best traditional/innovative crafts for the composite display to be displayed in exhibit space throughout the event, as per requirements.	
v.	Identification of items to be sourced for commercial activities & to be presented to dignitaries	
vi.	Engagement of the professionals, artists, film makers, musicians, crafts persons, technicians, architects & designers as per requirement.	
vii.	Identification of the material exhibits used in the pavilion's interior.	

viii.	Submit three proposals for digital contents, as per themes, for the approval of TDAP.	
ix.	Supervision and ensuring development of approved digital contents, for enhancing the overall experience of the concept. Material will be required in Japanese language as well for promotion during the event.	
x.	Implementation of the plan during the event including placement of exhibits and artifacts.	

- c. We agree with the given payment schedule (prior approval of TDAP will be required for traveling; within country & outside country):
- i. 10% on presentation of detailed work plan
 - ii. 10% on completion of customized stall fabrication
 - iii. 25% on complete setup of the pavilion
 - iv. 15% after every 2 months of Expo 2025 (45% in total for 6 months)
 - v. 10% upon closing of Expo 2025
- 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.

Signature: _____

Name: _____

Designation: _____

CNIC No. _____ (Copy Attached)

Date: _____

Stamp: _____

FORM OF AGREEMENT

(TO BE PRINTED ON STAMP PAPER)

This Agreement is made at on this day of , , 2024

BETWEEN

TRADE DEVELOPMENT AUTHORITY OF PAKISTAN. Having its principal office at 5th Floor, FTC Building, Shahrah e Faisal, Karachi through.... . (hereinafter 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.....(Individual Curator/Curation company) 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 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 participation in Expo 2025, Osaka.
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) Request for Proposal
 - 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 Individual Curator/Curation company to carry out the works as per scope given in clause. for of Pakistan’s Participation Expo 2025, Osaka to be coordinated with TDAP or its nominated representative and with the Mission in Japan 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:-----, 2024;

3.2.3 Expected duration of Expo 2025 i.e. 13th April-13th October 2025

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 as per payment schedule (prior approval of TDAP will be required for traveling; within country & outside country):

- i. 10% on presentation of detailed work plan
- ii. 10% on completion of customized stall fabrication
- iii. 25% on complete setup of the pavilion
- iv. 15% after every 2 months of Expo 2025 (45% in total for 6 months)
- v. 10% upon closing of Expo 2025

3.3.2 Traveling and accommodation charges for visits (related to Expo 2025 work only) shall be paid by TDAP on actual basis as; Economy Class return ticket, accommodation and daily allowances admissible for Principal curator equivalent to Category II and team

equivalent to Category III as per rules set forth by the Government of Pakistan.

3.4 OBLIGATIONS OF SERVICE PROVIDER

3.4.1 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.

3.4.2 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 Individual Curator/Curation company identified to and approved by TDAP under the Tender Documents.

3.4.3 The SERVICE PROVIDER shall ensure that it has authentic and effective qualification to provide services during the term of this contract.

3.4.4 The SERVICE PROVIDER shall ensure transparent and efficient delivery of assignment.

3.5 SERVICE GUARANTEE OF SERVICE PROVIDER

3.5.1 The SERVICE PROVIDER shall not connect the service under this contract with any other products or services.

3.5.2 The SERVICE PROVIDER warrants that the labor conditions for its employees shall be in accordance with the applicable laws and relevant industrial standards.

3.5.3 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 CONFIDENTIALITY

3.6.1 TDAP and the SERVICE PROVIDER shall keep confidential all documents and information involving the other party, 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 INTELLECTUAL PROPERTY:

3.7.1 The intellectual property rights of any goods and/or service products created or produced by the SERVICE PROVIDER when performing the obligations under this Contract shall belong to TDAP.

3.8 MUTUAL OBLIGATIONS, COPYRIGHTS

- 3.8.1 Within the scope of this Contract, the parties agree to support each other in reaching the mutually beneficial Success of Pakistan's Participation in Expo 2025, Osaka and provide communication structures to maintain an efficient exchange of relevant information.
- 3.8.2 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 the event, the presentation of the concept/composite 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 Composite only to portray the works done by the SERVICE PROVIDER.

3.9 ARBITRATION:

- 3.9.1 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 TDAP Karachi.

3.10 FORCE MAJEURE:

- 3.10.1 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.
- 3.10.2 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.

3.11 MISCELLANEOUS:

- 3.11.1 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.
- 3.11.2 This contract shall be executed in English by both parties.
- 3.11.3 All relevant documents under this contract shall be in English.
- 3.11.4 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.

3.11.5 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.

3.11.6 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.

3.12 PENALTY:

- a. In addition to the right of TDA P 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 Individual Curator/Curation company, if:
- b. The SERVICE PROVIDER breaches any of their obligations under this contract or fails to provide services as specified under this contract.
- c. 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.

3.13 RISK PURCHASE CLAUSE:

3.13.1 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.

3.14 NOTICES

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

To,

Muhammad Ahmed Khan

Assistant Director, Expo 2025

5th Floor, FTC Building, Shahrah e Faisal, Karachi

Tel: Email: ahmed.khan@tdap.gov.pk

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:
WITNESSES:	WITNESSES:
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: _____ Contact 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: _____

Name of Seller: _____

Signature: _____

Signature: _____

(Seal)

(Seal)

