GOVERNMENT OF THE PUNJAB
PUNJAB CLEAN AIR PROGRAM | PCAP
PLANNING & DEVELOPMENT BOARD

MINUTES OF MEETING OF PROCUREMENT COMMITTEE			
Date of Meeting:	24-11-2025	**Time:**	11:00 AM
Location:	11-A, Upper Mall Mian Meer Road, Lahore.		

Participants

1. Program Director, CMU-PCAP.
2. Program Manager, CMU,PCAP
3. Procurement & Contract Management Specialist, CMU,PCAP.

Background

The Procurement Committee meeting was convened by the Program Director, CMU, PCAP on November 24, 2025, at 11:00 AM to discuss the following agenda item:

Approval of Request for Quotation Document, Technical Specifications, Evaluation Criteria and Cost Estimate for hiring of services for Group Health Insurance and Group Life Insurance.

S/N	Discussion & Decisions
01	The Procurement Committee (PC) was briefed on Terms of Reference, Evaluation Criteria, Cost Estimates and Request for Quotation Document and timelines for hiring of services for Group Health Insurance and Group Life Insurance were presented. For this purpose, RFQ method through open national approach under the World Bank Procurement Regulations, would be used as cleared by the World Bank through STEP at a total cost of USD=35,000. It was also explained that the successful firm shall contracted for a period of one year initially, extendable subject to satisfactory performance. **Decision:** After deliberations, the PC reviewed, and cleared the procurement method, Terms of Reference, Evaluation Criteria, Cost Estimates and Request for Quotation Document at a total estimated cost of PKR= 10.00 million (approximately) and timelines of one year (extendable).

Following documents cleared by PC:

1. Scope of services / Terms of Reference,
2. Evaluation Criteria,
3. Cost Estimates and
4. Request for Quotation Document

Procurement & Contract Management Specialist
CMU-PCAP

Program Manager
CMU-PCAP

Program Director
CMU-PCAP

COORDINATION & MONIOTRING UNIT
PUNJAB CLEAN AIR PROGRAM
PLANNING & DEVELOPMENT BOARD
GOVERNMENT OF THE PUNJAB
****

Request for Quotations

Hiring of Services for Group Health Insurance and Group Life Insurance
Ref No: PK-PCAP-CMU- 521748-NC-RFQ

NOVEMBER 2025

Request for Quotations of Services

Hiring of Services for Group Health Insurance and Group Life Insurance

Ref No: PK-PCAP-CMU- 521748-NC-RFQ
Program: Punjab Clean Air Program (PCAP)
Employer: CMU-PCAP, Planning & Development Board
Country: Islamic Republic of Pakistan
Issued on: 24th November, 2025

Table of Contents

Request for Quotations 4

ANNEX 1: Employer's Requirements 10

ANNEX 2: Quotation Forms 16

ANNEX 3: Contract Forms 20

REQUEST FOR QUOTATIONS

PUNJAB CLEAN AIR PROGRAM (PCAP)

RFQ Date: 24th November, 2025

Request for Quotation (RFQ)

1. This RFQ is for the procurement of hiring of Services for Health Insurance and Group Life Insurance for Coordination & Monitoring Unit (CMU) Punjab Clean Air Program. The Insurance will be covering the employees / Individual Consultants of the Coordination & Monitoring Unit (CMU) Unit, Punjab Clean Air Program (PCAP) for the period of one year initially which is extendable upon satisfactory services on annual basis.
2. The Islamic Republic of Pakistan has received financing from the World Bank (the Bank) toward the cost of the Punjab Clean Air Program (PCAP) and intends to apply part of the proceeds toward payments under **Procurement of Hiring of Services for Health Insurance and Group Life Insurance for PCAP staff.**
3. CMU-PCAP, Planning & Development Board, Govt. of Punjab now invites quotations from Service Providers for the Services described in Annex 1: Employer's Requirements, attached to this RFQ.

Fraud and Corruption

4. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the attachment to the Contract Conditions (Attachment A).
5. In further pursuance of this policy, Service Providers shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to the RFQ and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

Eligible Services

6. All the Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Para. 10.

Eligible Service Providers

7. Joint Ventures (JVs) are not allowed.
8. A Service Provider may have the nationality of any country, subject to the restrictions pursuant to para. 9 and 10 hereinafter. A Service Provider shall be deemed to have the nationality of a country if the Service Provider is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the

case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract.

9. Firms and individuals may be ineligible if so indicated in para. 10 below and:

   (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of Goods or the contracting of Works or Services required; or

   (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of Goods or contracting of Works or Services from that country, or any payments to any country, person, or entity in that country.

10. In reference to paras. 6 and 8, for the information of Service Providers, at the present time firms, goods and services from the following countries are excluded from this procurement process:

   (a) Under para. 6 and 9 (a): *none*

   (b) Under para. 6 and 9 (b): *none*

11. A Service Provider that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in the attachment to the Contract Conditions (Attachment A) paragraph 2.2 d., shall be ineligible to submit Quotations or be awarded or otherwise benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.

12. Service Providers that are state-owned enterprises or institutions in the Employer's country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they:

   (a) are legally and financially autonomous;

   (b) operate under commercial law; and

   (c) are not under supervision of the Employer.

13. A Service Provider shall not have a conflict of interest. Any Service Provider found to have a conflict of interest shall be disqualified. A Service Provider may be considered to have a conflict of interest for the purpose of this Request for Quotations process, if the Service Provider:

   (a) directly or indirectly controls, is controlled by or is under common control with another Service Provider that submitted a Quotation; or

   (b) receives or has received any direct or indirect subsidy from another Service Provider that submitted a Quotation; or

(c) has the same legal representative as another Service Provider that submitted a Quotation;

(d) has a relationship with another Service Provider that submitted a Quotation, directly or through common third parties, that puts it in a position to influence the Quotation of another Service Provider, or influence the decisions of the Employer regarding this Request for Quotations process; or

(e) or any of its affiliates participated as a consultant in the preparation of the scope the Services, that are the subject of the Request for Quotations process; or

(f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower for implementing the Contract; or

(g) would be providing Goods, works, or non-consulting services resulting from, or directly related to consulting services for the preparation or implementation of the project specified in this Request for Quotations, that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

(h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the Request for Quotations or specifications and/or the evaluation of Quotations, of the subject Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Request for Quotations process and execution of the Contract.

Performance Security

14. The successful Service Provider shall submit a Performance Security in accordance with the Contract Conditions.

Validity of offers

15. The offers shall be valid for the period of 60 days.

Quoted Price

16. Prices shall be quoted in the following manner:

    (i) the price of the Services quoted shall include sales tax and all other applicable taxes already paid or payable on the Services if the Contract is awarded to the Service Provider; and

    (ii) the price for inland transportation, insurance, and other local services required to convey the Service Personnel to their final destination (Project Site).

17. The Service Provider must quote all the prices in Pak Rupees.

Clarifications

18. Any clarification request regarding this RFQ may be sent in writing to ***Program Director, CMU-PCAP, 11-A, Upper Mall, Mian Meer Road, Lahore.***

Submission of Quotations

19. Quotations are to be submitted in the form attached at Annex 2 and **in one hardcopy**.
20. The deadline for submission of Quotations is **28 November, 2025 till 11:00 A.M**.
21. The address for submission of Quotations is:

Opening of Quotations

22. Quotations will be opened by the Employer's representatives immediately after the deadline for the submission of Quotations.

Evaluation of Quotations

23. Quotations will be evaluated to ensure compliance with the specified Technical Requirements, Coverage and Risk Policies, Delivery and Completion Schedules, and other requirements outlined in the RFQ.
24. Evaluation of the Technical Proposal will include an assessment of the Service Provider's capacity to deliver the required insurance coverage, including the ability to provide timely issuance of policies, claims handling processes, and adequate financial capacity. The assessment will consider the Service Provider's compliance with the requirements stipulated in Annex-A, Employer's Requirements, including their proposed methodology for ensuring risk coverage, client support, and adherence to applicable laws and standards.
25. The comparison shall be based on the final prices (inclusive of all applicable taxes) for the provision of insurance services as required under the contract. The evaluation shall consider the comprehensiveness of coverage, claims processing efficiency, and any additional services offered such as risk assessment, client support, or training sessions provided as part of the insurance package. The evaluation of prices shall exclude any custom duties and other taxes applicable to imported goods/services, and sales or similar taxes levied in connection with the delivery of the insurance services.
26. The lowest evaluated price will be determined after correcting any arithmetic errors and other specified adjustments, if any.
28. Quotation will be evaluated for the collectively under this RFQ. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed not included in the Quotation, and provided that the Quotation is substantially responsive, the average of the item price as quoted by substantially responsive Service Providers will be added to the Quoted Price and

the equivalent total price of the Quotation so determined will be used for price comparison.

29. For evaluation and comparison purposes, the currency of the Quotations shall be a single currency, Pak Rupees.

Contract Award

30. The Contract will be awarded to the Service Provider/s who meets the following criteria:

    a. is eligible and offers eligible Services;

    b. offers the lowest evaluated price/s;

    c. technically compliant quotation;

    d. Guarantees the provision of insurance services and issuance of policies in full compliance with the RFQ document and contract;

    e. is registered with FBR as an active taxpayer for the last Ten years at the time of quotation submission, provides the following documents:

        i. verifiable and valid active GST/PST and NTN certificate.

    f. provides copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Quotation to commit the Service provider;

    g. has experience in Services of a similar nature and size for the last five years, and provides details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;

    h. List of Hospitals/laboratories/Diagnostic Centers/Consultants on panel across the country

    i. AA+ or above with PACRA or JCR-VIS

    j. has successfully provided insurance services for at least two similar projects in the public sector, covering an employee base exceeding 500. Verifiable and valid copies of Service Orders or Contract Agreements, along with completion certificates, must be attached as evidence of successful completion.

    k. provides reports on the financial standing of the service provider, such as profit and loss statements and auditor's reports for the past five years;

    l. provides information regarding any litigation, current or during the last five years, in which the service provider is involved, the parties concerned, and disputed amount.

    m. affidavit regarding non-involvement in any arbitration/ litigation with any government agency / department/Autonomous body/private sector/ organization and not blacklisted anywhere in Pakistan (only for local bidders) on company's letter head.

32. The Employer shall invite by the quickest means *[e-mail]* the successful Service Provider/s for any discussion/ negotiation that may be needed to conclude the contract or otherwise for contract signature.

33. The Employer shall communicate by the quickest means with the other Service Providers on its contract award decision. An unsuccessful service provider may request clarifications as to why its quotation was not determined to be successful. The Employer will address this request within a reasonable time.

34. The Employer shall publish a contract award notice on its website with free access, if available, or in a newspaper of national circulation or UNDB online, within 15 days after award of contract. The information shall include the name of the successful Service Provider/s, the Contract Price, the Contract duration, summary of its scope and the names of the Service Provider/s and their quoted and evaluated prices.

On behalf of the Employer:

Program Director
CMU-Punjab Clean Air Program
Planning & Development Board
11-A, Upper Mall Scheme,
Mian Meer Road, Lahore
Ph. No. 042-99332566-69
Fax. 042-35750283

Attachments:

Annex 1: Employer's Requirements
Annex 2: Quotation Form
Annex 3: Contract Forms

ANNEX 1: Employer's Requirements

Description of Service	**Estimated Employees**	**Period of Services**
Group Health Insurance	As provided in 1.2 Scope of Services	For a period of One year (Extendable)
Group Life Insurance		

1.2 Scope of Services

HEALTH INSURANCE AND GROUP LIFE INSURANCE COVERAGE FOR CMU-PCAP, P&D BOARD EMPLOYEES AND THEIR DEPENDENTS

PLANS DETAILS:

1. **PLANS DETAIL FOR STAFF FOR GROUP HEALTH INSURANCE (PER ANNUUM BASIS) FOR EMPLOYEES & THEIR DEPENDENTS (i.e. SPOUSE/SON/DAUGHTER/M):**

There will be three categories of employees for health insurance.

Sr#	Category	Health Cover Limits/year/ person (In-Patients)
01	Grades 10-12	1,000,000
02	Grades 06-09	700,000
03	Grades 01-05	400,000
	100% enhancement in health cover limits in case of accidental injuries	

Sr#	Category	Health Cover Limits/ year/ person (Out-Patients)
01	Grades 10-12	100,000
02	Grades 06-09	60,000
03	Grades 01-05	30,000
	100% enhancement in health cover limits in case of accidental injuries	

Hospitalization & Related Benefits upper Limits

Sr#	Category	Room Charges (minimum)
01	Grades 10-12	18,000
02	Grades 06-09	12,000
03	Grades 01-05	8,000

Maternity Related Benefits Upper Limits

Sr#	Category	Maternity Benefits (Normal)	Maternity Benefits (Complex)
01	Grades 10-12	100,000	250,000
02	Grades 06-09		
03	Grades 01-05		

Total number of Lives/ coverages:

Sr. No	Current Employees	PPS/ Grades
1	Program Director	12
2	Program Manager	11
3	Financial Management Specialist	10
4	Procurement & Contract Management Specialist	10
5	Monitoring & Evaluation Specialist	10
6	Social Safeguard & Gender Specialist	10
7	Environment & Climate Change Specialist	10
8	Manager Accounts	09
9	Program Officer – I	09
10	Program Officer – II	09
11	Admin Officer	08
12	Office Assistant-I	06
13	Office Assistant-II	06
14	Driver-I	04
15	Driver-II	04
16	Driver-III	04
17	Driver-IV	04

18	Office Boy-I	02
19	Office Boy-II	02
20	Office Boy-III	02
21	Office Boy-IV	02
22	Office Boy-V	02
23	Office Boy-VI	02
24	Sweeper-I	02
25	Sweeper-II	02
	Total	**25**

Note: The detail of officers / official and their family members are attached

GROUP LIFE INSURANCE

GROUP LIFE BENEFIT STRUCTURE FOR EMPLOYEES:

Total number of Lives/ coverages:

Sr. No	Category	No.
1	Current Employees	25

Group Life Insurance

All employees of the program are entitled to Group Life Insurance of Natural Death, accidental death, permanent partial disability (accident and sickness only) and temporary total disability (accident only)

Sr#	Category	Life Insurance
01	Grades 10-12	7,500,000
02	Grades 08-09	5,000,000
03	Grades 06-07	3,000,000
04	Grades 05-Below	1,500,000
	100% enhancement in health cover limits in case	

	of accidental injuries

Task to be performed by the Insurer

i. To provide Health Insurance across Pakistan in line with the Scope of Services
ii. To ensure that their concerned staff/representative shall treat well and be cordial with employees /staff/dependents of CMU-PCAP
iii. To co-ordinate matters with the authorized officer of CMU-PCAP regularly
iv. To provide the Health cards; one for employee and one for dependents

2. Health Insurance Benefit Structure

i. Combined limit of hospitalization shall be offered without any breakup.
ii. 50% enhance hospitalization limit in case of accident/accidental injuries
iii. Pre-hospitalization sub limit for diagnosis, consultation, & Medicines is 30 days.
iv. Follow-ups sub limit is 30 days
v. There will be no fixed limit of amount in daycare Surgeries & Specialized Investigations tests
vi. No form of questionnaires shall be required from employees at the time of entry & exit.
vii. In case of deletion of any employee the insurance company will be bound to refund Hospitalization & Maternity Premium to PCAP.
viii. In case of reimbursement of bills of CMU-PCAP employees, the case shall be settled within 10 working days positively, without any delay.
ix. The firm shall submit the Lab discount center all over Pakistan
x. All addition and deletion requests shall be considered immediately and effective from the date on which the request is made or sent to insurance company by the PCAP.

3. Responsibility of PCAP

CMU-PCAP will provide the scope of work along with the details of the employees and their dependents to be insured along with their required benefit structure and additional benefits to be covered. CMU, PCAP will bear the cost of premium based on the details provided underscope of work.

CMU-PCAP will provide the scope of work along with the details of the employees and their dependents to be insured along with their required benefit structure and additional benefits to be covered. CMU, PCAP will bear the cost of premium based on the details provided underscope of work.

Pre-Hospitalization Diagnostic Tests, Consultation & Medicines (within 30 days prior to hospitalization) Post-Hospitalization Diagnostic Tests, Consultation & Medicine (within 30 days after hospitalization) Day care surgeries and treatments, Dialysis, MRI, CT Scan, Angiography, Cardiac surgeries and treatment, Cataract & Endoscopy; Treatment of fractures & Lacerated wounds; Local road ambulance, Dental & Skin Treatment. For emergencies only; Emergency dental treatment due to accidental injuries (within 48 hours of pain relief only) Emergency room treatment for accidental emergencies. All Pre-existing medical conditions (disclosed or undisclosed) must be fully covered for all employees and their eligible dependents covered under policy from combined hospitalization limit Hepatitis B & C shall be fully covered from combined hospitalization limit. PCR tests shall be covered in Hepatitis B & C Congenital Treatment shall be fully covered from combinedhospitalization limit. Cancer and other life threatening diseases. Maternity and newborn shall be covered from day 1. Any other coverage or benefits that the project likes tooffer	**Coverage**

The un-utilized pool amount will be carry forwarded in next year and refunded to the PCAP in case the contract is not extended/expired.

All the aforementioned limits are for the 12 months (extendable) i.e. annual limits

ANNEX 2: Quotation Forms

Service Provider Quotation Form

From:	**[*Insert Service Provider's name*]**
Service Provider's Representative:	[*Insert name of Service Provider's Representative*]
Title/Position:	[*Insert Representatives title or position*]
Address:	[*Insert Service Provider's address*]
Email:	[*Insert Service Provider's email address*]

To:	**[*Insert Employer's name*]**
Employer's Representative:	[*Insert name of Employer's Representative*]
Title/Position:	[*Insert Representatives title or position*]
Address :	[*Insert Employer's address, **including email***]
RFQ Ref No.:	
Date of Quotation:	

Dear [*insert name of Employer's Representative*]:

SUBMISSION OF QUOTATION

1. **Conformity and no reservations**

   In response to the above named RFQ we offer to supply the Services as per this Quotation and in conformity with the RFQ, Delivery and Completion Schedules and Scope of Services. We confirm that we have examined and have no reservations to the RFQ, including the Contract.

2. **Eligibility**

   We meet the eligibility requirements and have no conflict of interest, in accordance with the Request for Quotations.

3. **Suspension and Debarment**

   We, along with any of our subcontractors, Service Providers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and

4. Quotation Price

The total price of our offer is [*insert the total price of the offer in words and figures, indicating the various amounts and the respective currencies*].

5. Quotation Validity

Our Quotation shall be valid until the date specified in the RFQ, and it shall remain binding upon us and may be accepted at any time before it expires.

6. Performance Security:(Not Applicable)

If we are awarded the Contract, we commit to obtain a Performance Security in accordance with the RFQ.

7. Commissions, gratuities, fees

We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quotation

[*If none has been paid or is to be paid, indicate "*none.*"*]

Name of Recipient	Address	Reason	Amount

8. Not Bound to Accept

We understand that you reserve the right to:

a. accept or reject any Quotation and are not bound to accept the lowest evaluated cost Quotation, or any other Quotation that you may receive, and

b. annul the RFQ process at any time prior to the award of the Contract without incurring any liability to Service Providers.

9. Fraud and Corruption

We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

On behalf of the Service Provider:

Name of the person duly authorized to sign the Quotation on behalf of the Service Provider: [*insert complete name of person duly authorized to sign the Quotation*]

Title of the person signing the Quotation: *[insert complete title of the person signing the Quotation]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month], [insert year]*

1	2	3	4	5	6	8
Sr. No.	**Description of Services**	**Unit**	**Physical Unit**	**Total price (Year-1)**	**Total price (Year-2)**	**G. Total**
1	Group Health Insurance For employees, spouse, sons & daughter /parents	25	Persons			
2	Group Life Insurance For employees, spouse, sons & daughter/parents	25	Persons			
Grand Total (Inclusive of all applicable taxes)						

Note:

1. Price must be quoted in PKR rupees.
2. Prices/rates must be inclusive of all the applicable taxes.
3. Quotations must comply with all the applicable rates /taxes, including but not limited to minimum wage, PST, Income tax, operational cost, EOBI and Social security. Any proposal without aforementioned rates/taxes shall be rejected.
4. Contracts will be signed on stamp papers according to rates given in Stamp Act 1899.

ANNEX 3: Contract Forms

Contract Agreement

THIS AGREEMENT is made the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

(1) *[insert complete name of Employer]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Employer }, or corporation incorporated under the laws of { insert name of Country of Employer }]* and having its principal place of business at *[insert address of Employer]* (hereinafter called "the Employer"), of the one part, and

(2) *[insert name of Service Provider]*, a corporation incorporated under the laws of *[insert: country of Service Provider]* and having its principal place of business at *[insert: address of Service Provider]* (hereinafter called "the Service Provider"), of the other part :

WHEREAS the Employer invited quotations for certain Services, *[insert brief description of Services]* and has accepted a quotation by the Service Provider for the supply of those Services.

The Employer and the Service Provider agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

   (a) the Letter of Award of Contract

   (b) the Service Provider's quotation

   (c) Conditions of Contract

   (d) the Employer's Requirements (including Schedule of Requirements and Scope of Services)

   (e) the completed Schedules (including Price Schedules)

   (f) any other document listed as forming part of the Contract

3. In consideration of the payments to be made by the Employer to the Service Provider as specified in this Agreement, the Service Provider hereby covenants with the Employer to provide the Services if applicable and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Service Provider in consideration of the provision of the Services if applicable and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[the Employer's country, unless agreed otherwise]* on the day, month and year indicated above.

[To facilitate this emergency procurement, if acceptable to the Employer and the Service Provider, electronic signature of the Contract Agreement such as using DocuSign is recommended.]

For and on behalf of the Employer:

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Service Provider:

Signed: *[insert signature of authorized representative(s) of the Service Provider]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Conditions of Contract

1. **Definitions**	1.1 The following words and expressions shall have the meanings hereby assigned to them: (a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA). (b) "CC" means the Conditions of Contract. (c) "Contract" means the Contract Agreement entered into between the Employer and the Service Provider, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. (d) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto. (e) "Contract Price" means the price payable to the Service Provider as specified in CC 8.1, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. (f) "Day" means calendar day. (g) "Completion" means the fulfillment of the Related Services, as applicable, by the Service Provider in accordance with the terms and conditions set forth in the Contract. (h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Service Provider is required to supply to the Employer under the Contract. (i) "Party" means the Employer or the Service Provider, as the context requires, and "Parties" means both of them. (j) "Employer" means the entity purchasing the Services and Related Goods as applicable, as specified in CC 2. (k) "Employer's Country" is the country specified in the CC 2. (l) "Services" means the work to be performed by the Service Provider pursuant to the Contract;

	(m) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the execution of the Services to be supplied or Related Goods is subcontracted by the Service Provider. (n) "Service Provider" means the person, private or government entity, or a combination of the above, whose Quotation to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement. (o) "The Project Site," where applicable, means the place named CC 2.
2. **Employer, Employer's Country, Project Site/Final Destination**	2.1 The Employer is: CMU-Punjab Clean Air Program 2.2 The Employer's Country is: Islamic Republic of Pakistan 2.3 The Project Site(s)/Final Destination(s) is/are: Lahore District.
3. **Incoterms**	3.1 The edition of Incoterms that shall apply is: N/A
4. **Notices and Addresses for notices**	4.1 Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using the quickest available method such as electronic mail with proof of receipt. A notice shall be effective when delivered or on the notice's effective date, whichever is later. **Address for notices to the Employer:** **Program Director** **CMU-Punjab Clean Air Program** **Planning & Development Board** **11-A, Upper Mall Scheme,** **Mian Meer Road, Lahore** **Ph. No. 042-99332566-69** **Fax. 042-35750283** **Address for notices to the Service Provider:** *[insert the name of officer authorized to receive notices]* *[title/position]* *[department/work unit]* *[address]* ***[Electronic mail address]***

5. **Governing Law**	5.1 The Contract shall be governed by and interpreted in accordance with the laws of the Employer's Country. 5.2 Throughout the execution of the Contract, the Service Provider shall comply with the import of goods and services prohibitions in the Employer's Country when: (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
6. **Settlement of Disputes**	6.1 In the case of a dispute between the Employer and a Service Provider who is a national of the Employer's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Employer's Country.
7. **Shipping and other documents to be provided**	7.1 The Delivery of the Services as applicable shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Details of Documents to be furnished by the Service Provider are: I. Service Provider's invoice/sales tax/PRA invoice showing services description, quantity, unit price, and total amount II. Delivery completion certificate by the respective/concerned official of PIU-PLRA. The above documents shall be received by the Employer on delivery of Services.
8. **Contract Price**	8.1 The Contract Price is specified in Price Schedule 4. 8.2 Subject to CC 31 and 32, the prices charged by the Service Provider for the Services performed under the Contract shall not vary from the prices quoted by the Service Provider and accepted by the Employer.
9. **Terms of payment**	9.1 The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows:

payment	Service Provider under this Contract shall be as follows: Annually Invoice may be generated as per actual premium for CMU-PCAP.
10. **Taxes and Duties**	10.1 The Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Employer. 10.2 If any tax exemptions, reductions, allowances or privileges may be available to the Service Provider in the Employer's Country, the Employer shall use its best efforts to enable the Service Provider to benefit from any such tax savings to the maximum allowable extent.
11. **Performance Security** **(Not Applicable)**	11.1 The Service Provider shall, within *15* of days of the notification of contract award, provide a performance security for the performance of the Contract. 11.2 The proceeds of the Performance Security shall be payable to the Employer as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract. 11.3 The Performance Security shall be discharged by the Employer and returned to the Service Provider not later than thirty (30) days following the date of Completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise.
12. **Subcontractors**	12.1 The Service Provider shall notify the Employer in writing of all subcontracts awarded under the Contract if not already specified in the Quotation. Such notification, in the original Quotation or later shall not relieve the Service Provider from any of its obligations, duties, responsibilities, or liability under the Contract.
13. **Specifications and Standards**	13.1 The Services supplied under this Contract shall conform to the technical specifications and standards mentioned in the Scope of Services and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards of the Employer's country.
14. **Packing, marking and documentation**	N/A 14.1 As per Employev All the deliverables will be submitted on SSD (not less than 1TB volume) portable hard drive(s) (which will become the property of the client and not-returnable) and FTP, both.

	14.2 The submitted deliverables will be reviewed by the project technical experts prior to their acceptance at any stage 14.3 Sub-standard scenes will be rejected, and new imagery will be required as a replacement without additional cost implications. The contractor (supplier) ensures that all products are in conformity with the technical requirements. The final verdict of the quality of the images shall be of the purchaser
15. **Insurance cover**	15.1 Any insurance coverage in provision of the Services shall be the responsibilty of the Service Provider.
16. **Transportation**	N/A 16.1 The Service Provider is required under the Contract to transport the Service Personnel to a specified place of final destination within the Employer's Country, defined as the Project Site. Transport to such place of destination in the Employer's Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Service Provider, and related costs shall be included in the Contract Price.
17. **Inspections and Tests**	N/A 17.1 The Service Provider shall at its own expense and at no cost to the Employer carry out the tests and/or inspections of the services as **specified in the Employer's Requirements**. 17.2 The inspections and tests may be conducted on the premises of the Service Provider or its Subcontractor, at point of delivery, and/or at the Services' final destination, or in any other location, **as specified in the Employer's Requirements.** Subject to CC 17.3, if conducted on the premises of the Service Provider or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Employer. 17.3 The Employer or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC 17.2, provided that the Employer bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses. 17.4 Whenever the Service Provider is ready to carry out any

	CC 17.2, provided that the Employer bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses. 17.4 Whenever the Service Provider is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Employer. The Service Provider shall obtain from any relevant third party or subcontractor any necessary permission or consent to enable the Employer or its designated representative to attend the test and/or inspection. 17.5 In accordance with CC 31, the Employer may require the Service Provider to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Services comply with the technical specifications codes and standards under the Contract. 17.6 The Service Provider shall provide the Employer with a report of the results of any such test and/or inspection. 17.7 The Employer may reject any product or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Service Provider shall either rectify or replace such rejected product or parts thereof or make alterations necessary to meet the specifications at no cost to the Employer, and shall repeat the test and/or inspection, at no cost to the Employer, upon giving a notice pursuant to CC 17.5. 17.8 The Service Provider agrees that neither the execution of a test and/or inspection of the product or any part thereof, nor the attendance by the Employer or its representative, nor the issue of any report pursuant to CC 17.7, shall release the Service Provider from any warranties or other obligations under the Contract
18. **Delivery Date and Completion Date**	18.1 The Delivery Date of the Services shall be: **Immediately after the contract.**
19. **Liquidated damages and bonuses**	19.1 The liquidated damage shall be 1 % of the price of the unperformed Services for each week or part thereof of delay until actual delivery or performance. The maximum amount of liquidated damages shall be *10 %* of the Contract Price. Once the maximum is reached, the Employer may terminate the Contract pursuant to CC 26.

	Bonus payment to the Service Provider shall be 0.1 % per day if Services are completed before the Completion Date.
20. **Warranty**	Not applicable
21. **Copyright**	21.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Employer by the Service Provider herein shall remain vested in the Service Provider. The Employer retains all ownership of the deliverables. All the products shall be used by any government agencies, authorities, and users throughout the CMU-Punjab Clean Air Program (PCAP).
22. **Fraud and Corruption**	22.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment A to the Conditions of Contract. 22.2 The Employer requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the request for quotations or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
23. **Inspections and Audit by the Bank**	23.1 Pursuant to paragraph 2.2 e. of the attachment to the Conditions of Contract, the Service Provider shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, Service Providers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the request for quotations process and/or execution of Contract. The Service Provider's and its subcontractors attention is drawn to CC 22.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
24. **Limitation of Liability**	24.1 Except in cases of criminal negligence or willful misconduct, (a) the Service Provider shall not be liable to the Employer, whether in contract, tort, or otherwise, for

	any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to the Employer and (b) the aggregate liability of the Service Provider to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Service Provider to indemnify the Employer with respect to patent infringement.
25. **Force Majeure**	25.1 The Service Provider shall not be liable for forfeiture of its Performance Security (if required), liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. 25.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Service Provider. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes. 25.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. 25.4 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party.
26. **Termination**	26.1 Termination for Default

	The Employer, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate the Contract in whole or in part: (i) if the Service Provider fails to deliver any or all of the Services within the period specified in the Contract, or within any extension thereof granted by the Employer; (ii) if the Service Provider fails to perform any other obligation under the Contract; or (iii) if the Service Provider, in the judgment of the Employer has engaged in Fraud and Corruption, in competing for or in executing the Contract. In the event the Employer terminates the Contract in whole or in part, the Employer may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered or not performed, and the Service Provider shall be liable to the Employer for any additional costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated. 26.2 Termination for Convenience: The Employer, by notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.
27. **Forced Labor**	27.1 The Service Provider, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in CC 27.2 and CC 27.3. 27.2 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements. 27.3 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of

	payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
28. **Child Labor**	28.1 The Service Provider, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age). 28.2 The Service Provider, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work: (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.
29. **Health and safety obligations**	29.1 The Service Provider shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Scope of Services.
30. **Patent Indemnity**	The Service Provider shall, subject to the Employer's compliance with CC 30.2, indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design,

	trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of the installation of the Goods by the Service Provider or the provision of Services Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Service Provider, pursuant to the Contract. 30.1 If any proceedings are brought or any claim is made against the Employer arising out of the matters referred above, the Employer shall promptly give the Service Provider a notice thereof, and the Service Provider may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. 30.2 If the Service Provider fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. 30.3 The Employer shall, at the Service Provider's request, afford all available assistance to the Service Provider in conducting such proceedings or claim, and shall be reimbursed by the Service Provider for all reasonable expenses incurred in so doing. 30.4 The Employer shall indemnify and hold harmless the Service Provider and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Service Provider may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Employer.

31. **Change Orders and Contract Amendments**	31.1 The Employer may at any time order the Service Provider through notice in accordance CC 4.1, to make changes within the general scope of the Contract in any one or more of the following: (a) Services to be provided by the Service Provider; (b) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Employer; (c) the method of shipment or packing; (d) changes in quantities of Services to be supplied within the range specified herewith. (e) the place of delivery; (f) any test and/or inspection not required by the Contract but deemed necessary, pursuant to CC 17.5; and 31.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Service Provider's receipt of the Employer's change order. 31.3 Prices to be charged by the Service Provider for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Service Provider for similar services. 31.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
32. **Change in Laws and Regulations**	32.1 Unless otherwise specified in the Contract, if after the date of submission of Quotation, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Employer's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that

	the Service Provider has thereby been affected in the performance of any of its obligations under the Contract.
Additional Clauses	[*insert any additional clauses as necessary, otherwise delete this row*]

Attachment A to the Conditions of Contract

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and Service Providers; any sub-contractors, sub-consultants, service providers or Service Providers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent,

coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Service Providers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or Service Provider, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and Service Providers, and their sub-contractors, sub-consultants, service providers, Service

---

1 For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

2 A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

Providers, agents personnel, permit the Bank to inspect[3] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

Performance Security

(Bank Guarantee)

[The bank, as requested by the Service Provider, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Employer]*

Date: *[Insert date of issue]*

Performance Guarantee No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

Contract No.: *[insert Employer's reference for the specific Contract]*

We have been informed that _ *[insert name of Service Provider, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into a Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of _ *[insert name of contract and brief description of Services and Related Goods]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand,

---

[3] Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

[1] The Guarantor shall insert an amount representing the percentage of the contract Amount denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...[2], and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Sample Letter of Award of Contract

[modify as appropriate]

[use letterhead paper of the Employer]

[date]

To: *[name and address of the Service Provider]*

Subject: ***Notification of Award of Contract No.*** . . . .

In reference to the RFQ [*insert reference number and date*], your Quotation [*insert reference number and date*] has been accepted.

Please find inclosed herewith the Contract. You are requested to sign the contract within *[insert no of days]*.

[Insert the following only if Performance Security is required:] "You are also requested to furnish a Performance Security within [*insert no of days*] in accordance with the Conditions of the Contract, using for that purpose one of the Performance Security Forms attached to the Contract.
Authorized Signature: _____

---

[2] Insert the date twenty-eight days after the expected completion date as described in CC 11. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Name and Title of Signatory: _____

Name of Agency: _____