Request for Bids
(One-Envelope Bidding Process)

Hiring of Communications and Digital Marketing Firm (Non-Consultancy Services)

under

(Framework Agreement)



Credit No:	7735-PK
Country:	Pakistan
Name of Project:	Punjab Clean Air Program (PCAP)
Procuring Agency:	Coordination & Management Unit, P&D Board
RFB Title:	Hiring of Communication Firm (under framework contract)
RFB Reference No.:	PK-PCAP CMU-524257-NC-RFB
RFB Issued on:	January 21, 2026
Office Address:	**6-A, Ahmad Block, New Garden Town, Lahore**

REQUEST FOR BIDS (RFB)

Country: Pakistan
Project: CMU-Punjab Clean Air Program (PCAP)
Procuring Agency: CMU-PCAP, P&D Board
Title: Hiring of Communication & Digital Marketing Firm under Framework Contract
Credit No: 7735-PK
Reference# PK-PCAP CMU-524257-NC-RFB
Duration: One year initially (Extendable)
Contract Type: Framework Contract

- Government of the Punjab has received Credit No. 7735-PK from the International Development Association (IDA) towards the cost of the Punjab Clean Air Program. PCAP is a flagship initiative by the Government of Punjab, supported by the World Bank. It aims to reduce ambient air pollution - especially PM 2.5 - by addressing emission sources in the transport, agriculture, and industrial sectors. PCAP also includes behavioral change programs, capacity building, and regulatory reforms aligned with national climate and environmental strategies.

- CMU-PCAP intends to hire **Communication & Digital Marketing Firm** under Framework Contract and invites sealed Bids from eligible bidders for the said services. Procurement will be conducted through National Competitive Bidding (NCB) using a Request for Bids (RFBs) and open to all eligible bidders as defined in the World Bank's Procurement Regulations.

- Bidding Documents can be downloaded from the website https://pcap.punjab.gov.pk. Bids must deliver to the address given below on or before **1100 hours on 26th February, 2026.** All bids will open publicly on same date at 1130 hours in the presence of the bidders' representative who choose to attend.

- All bids must be accompanied by a bid security amounting to **Rs. 3,000,000/-** in shape of Pay Order, Demand Draft or Bank Guarantee in the name of Program Director, Coordination & Monitoring Unit, Punjab Clean Air Program (PCAP) Planning & Development Board.

Program Director
CMU-Punjab Clean Air Program
Planning & Development Board
6A,Ahmad Block, New Garden Town,
Lahore
Cell No. 0345-7036677

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders (ITB)

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Section I. Instructions to Bidders

A. General

1 Scope of Bid

1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB) Framework Agreement(s) Goods, specified **in the Bid Data Sheet (BDS)**, the Procuring Agency, as specified **in the BDS**, issues this Request for Bids (RFB) document as part of the Primary Procurement process for Goods, and may lead to Framework Agreement(s) being concluded with the successful Bidder(s). The name and identification of this RFB are specified **in the BDS**.

1.2 Throughout this Bidding document:

(a) "**in writing**" means communicated in written form (e.g. by mail, e-mail, fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the Procuring Agency) with proof of receipt;

(b) if the context so requires, "**singular**" means "**plural**" and vice versa;

(c) "**Day**" means calendar day, unless otherwise specified as "**Business Day**". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays;

(d) "**Call-off Contract**" means a contract awarded, under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services. The parties to the contract are the Purchaser and Supplier;

(e) "**Closed Framework Agreement**": A Closed Framework Agreement is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement;

(f) "**Country**" means the Procuring Agency's/Purchaser's country;

(g) **"Delivery Period"** is the specified period from

the date of formation of a Call-off contract for delivery of the Goods, as per the applicable Incoterms.

(h) "**Framework Agreement (FA)**" means the agreement between the Procuring Agency and Supplier (s) (the successful Bidder(s)) to establish the terms and procedures governing the award of Call-off contracts under the agreement;

(i) "**FA Supplier**" means a Supplier;

(j) "**Goods**" means all goods, materials or items that the Supplier is required to supply to a Purchaser under a Call-off Contract placed under a Framework Agreement. Details of such Goods are set out in Part 2, Supply Requirements, and the Framework Agreement and particularly described in a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services;

(k) "**Lead Purchaser**" when named in the Framework Agreement, a Lead Purchaser is a party to the Framework Agreement, in its capacity as: (a) the lead agency acting on behalf of all participating Purchasers in managing and administering the Framework Agreement, and (b) as a Purchaser in its own right;

(l) "**Multi-User Framework Agreement**" means a Framework Agreement where there is more than one Purchaser permitted to purchase through a Call-off Contract**;**

(m) "**Multi-Supplier Framework Agreement**" means where more than one Bidder (Supplier) concludes a Framework Agreement for the supply of each item/Lot;

(n) "**Primary Procurement**" means the procurement process that results in concluding a Framework Agreement(s) with a successful Bidder(s), as described in this RFB;

(o) "**Procuring Agency**" means the agency that undertakes the Primary Procurement process

and concludes the Framework Agreement(s);

(p) "**Purchaser**", as **specified in the BDS**, means the agency(ies) that is/are permitted to purchase Goods from a Supplier under a Call-off Contract awarded through a Framework Agreement;

(q) "**Related Services**" if applicable, means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, as specified in Framework Agreement Schedule 1: Schedule of Requirements, and specifically described in a Call-off Contract;

(r) "**Responsible Agency**" when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity to conclude the Framework Agreement(s) with successful Suppliers, and, as the agency responsible for managing and administering the Framework Agreement, on behalf of the Purchaser or Purchasers, once it has been concluded. A Responsible Agency is not a Purchaser under the Framework Agreement;

(s) "**Secondary Procurement**" means the process described in the Framework Agreement and followed by a Purchaser to select a FA Supplier, and award a Call-off Contract for the supply of Goods;

(t) "**Single-User Framework Agreement**" means a Framework Agreement where there is only one Purchaser;

(u) "**Single-Supplier Framework Agreement**" means a Framework Agreement where only one Bidder (Supplier) concludes a Framework Agreement for the supply of each item/Lot;

(v) "**Supplier**" means a Bidder that has concluded a Framework Agreement through the Primary Procurement process and may be considered for the award of a Call-off Contract, to deliver the Goods, and, if applicable, Related Services, as and when required. A Supplier may also be referred to as a "FA Supplier";

(w) **"Term"** mean the duration of a Framework Agreement starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted and agreed.

2 Source of Funds

2.1 The Borrower or Recipient (hereinafter called "Borrower") specified **in the BDS** has applied for, or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified **in the BDS,** toward the project named **in the BDS.** The Borrower intends to apply a portion of the funds to eligible payments under Call-off Contracts to be awarded under the Framework Agreement(s) for which this Bidding document is issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of Goods, if such or import is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3 Fraud and Corruption

3.1 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 Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any, Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of

a Call-off Contract), and to have them audited by auditors appointed by the Bank.

4 Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of any Call-off Contract(s) awarded under the Framework Agreement in accordance with the Call-off Contract conditions that apply. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded a Call-off Contract under the Framework Agreement, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

(b) receives or has received any direct or indirect subsidy from another Bidder; or

(c) has the same legal representative as another Bidder; or

(d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Primary Procurement process; or

(e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, or Related Services, that are the subject of the Bid; or

(f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Agency or Purchaser or Borrower in implementing the Framework Agreement or a Call-off 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 the **BDS ITB 2.1** 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 Bidding document or specifications of the Framework Agreement or Call-off Contract, and/or the Bid evaluation process of such Framework Agreement or Call-off Contract; or

(ii) would be involved in the implementation or supervision of such Framework Agreement or Call-off Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Framework Agreement and/or Call-off Contract.

4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.

4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to **ITB 4.8**. A Bidder shall be deemed to have the nationality of a country if the Bidder 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 a Call-off Contract including Related Services.

4.5 A Bidder 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 Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, Bid for, propose for, or conclude a Bank-financed Framework Agreement or Call-off Contract or benefit from a Bank-financed Framework Agreement or Call-off Contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the BDS**.

4.6 Bidders that are state-owned enterprises or institutions in the Procuring Agency's Country may be eligible to compete and conclude a Framework Agreement or be awarded a Call-off 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 Procuring Agency, Responsible Agency or a Purchaser.

4.7 Eligibility of Bidders suspended, as a result of the execution of a Bid–Securing Declaration or Proposal-Securing Declaration, shall be as follows:

(a) A Bidder that is under suspension from Bidding, as the result of the operation of a Bid– Securing Declaration or Proposal-Securing Declaration, by the Purchaser in case of a Single-User Framework Agreement or all Purchasers in a Multi-User Framework Agreement shall not be eligible to bid to

conclude a framework agreement.

(b) A Bidder that has concluded a framework agreement is ineligible to quote for or to be awarded a Call-off contract by a Purchaser that has suspended the bidder as the result of the operation of a Bid–Securing Declaration or Proposal-Securing Declaration.

(c) Subject to (a) above, a Bidder that is under suspension, as the result of the operation of a Bid–Securing Declaration or Proposal-Securing Declaration, by a Procuring Agency is eligible to bid for the framework agreement.

4.8 Firms and individuals may be ineligible if so indicated in Section V 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.

4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

4.10 A firm that is under a sanction of debarment by the Borrower from concluding a contract, or a Framework Agreement or being awarded a Call-off Contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment;

(a) relates to fraud or corruption; and

(b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5 Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under a Call-off Contract awarded under a Framework Agreement and financed by the Bank, may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this ITB, the term "Goods" includes commodities, raw materials, machinery, equipment, and industrial plants; and "Related Services" includes services such as insurance, installation, training, and initial maintenance.

5.3 The term "origin" means the country where the Goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of the RFB Document

6 **Sections of Bidding Document**

6.1 The Bidding document consists of Parts 1, 2, 3, and 4, which include all sections, schedules, annexes. and should be read in conjunction with any addenda issued in accordance with **ITB 8.**

PART 1 - Bidding Procedures

Section I - Instructions to Bidders (ITB)

Section II - Bidding Data Sheet (BDS)

Section III - Evaluation and Qualification Criteria

Section IV - Bidding Forms

Section V - Eligible Countries

Section VI - Fraud and Corruption

PART 2 - Supply Requirements

Section VII - Schedule of Requirements

PART 3 - Procuring Agency Forms

PART 4 - Framework Agreement (FA)

Section A: Framework Agreement General Provisions

Section B: Framework Agreement Specific

Provisions

SCHEDULE 1: Schedule of Requirements

SCHEDULE 2: Price Schedules

SCHEDULE 3: Secondary Procurement

SCHEDULE 4: Call-off Contract General Conditions of Contract

SCHEDULE 5: Secondary Procurement Forms

SCHEDULE 6: List of Purchasers (if applicable)

6.2 The Specific Procurement Notice "Request for Bids to conclude a Framework Agreement(s) for Goods", issued by the Procuring Agency is not part of this Bidding document.

6.3 Unless obtained directly from the Procuring Agency, the Procuring Agency is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or addenda to the Bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Procuring Agency shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding document and to furnish with its Bid all information or documentation as is required by the Bidding document.

7 Clarification of Bidding Document

7.1 A Bidder requiring any clarification of the Bidding document shall contact the Procuring Agency in writing at the Procuring Agency's address specified **in the BDS**. The Procuring Agency will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS.** The Procuring Agency shall forward copies of its response to all Bidders who have acquired the Bidding document in accordance with **ITB 6.3**, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Procuring Agency shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the

essential elements of the Bidding document, the Procuring Agency shall amend the Bidding document following the procedure under **ITB 8** and **ITB 22.2**.

8 Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may amend the Bidding document by issuing addenda.

8.2 Any Addendum issued shall be part of the Bidding document and shall be communicated in writing to all who have obtained the Bidding document from the Procuring Agency in accordance with **ITB 6.3**. The Procuring Agency shall also promptly publish the addendum on the Procuring Agency's web page in accordance with **ITB 7.1.**

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids, pursuant to **ITB 22.2.**

C. Preparation of Bids

9 Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, in relation to this Primary Procurement process, (and if successful any Secondary Procurement process) and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

10 Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency, shall be written in the language specified **in the BDS.** Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the BDS,** in which case, for purposes of interpretation of the Bid, such translation shall govern.

11 Documents Comprising the Bid

11.1 The Bid shall comprise the following:

(a) Letter of Bid prepared in accordance with **ITB 12;**

(b) Price Schedules: completed in accordance with

ITB 12 and **ITB 14**;

(c) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with **ITB 20.3**;

(d) Qualifications: documentary evidence in accordance with **ITB 17** establishing the Bidder's qualifications to conclude a Framework Agreement and perform any Call- off Contract, if awarded;

(e) Bidder's Eligibility: documentary evidence in accordance with **ITB 17** establishing the Bidder's eligibility to Bid;

(f) Eligibility of Goods and Related Services: documentary evidence in accordance with **ITB 16** and **ITB 30,** establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;

(g) Conformity: documentary evidence in accordance with **ITB 16,** that the Goods and Related Services conform to the Bidding document; and

(h) any other document required **in the BDS**.

11.2 In addition to the requirements under **ITB 11.1,** Bids submitted by a JV shall include a copy of the Joint Venture agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12 Letter of Bid and Price Schedules

12.1 The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under **ITB 20.3.** All blank spaces shall be filled in with the

information requested.

13 Alternative Bids

13.1 Alternative Bids shall not be permitted in this Primary Procurement process.

14 Bid Prices and Discounts

14.1 The prices and unconditional discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.

14.2 Bidders shall provide their prices in the Price Schedules, as specified **in the BDS**.

14.3 The price to be quoted in the Letter of Bid in accordance with **ITB 12.1** shall be, as specified **in the BDS.**

14.4 The Bidder shall indicate the methodology for the application of any unconditional discounts in the Letter of Bid, in accordance with **ITB 12.1**.

14.5 For the purpose of Secondary Procurement, the price(s) offered by the Bidder shall be treated as set out in the Framework Agreement Specific Provisions.

14.6 The terms DDP, EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce**,** as specified **in the BDS.**

14.7 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This shall not in any way limit the Purchaser's right to award a Call-off contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

(a) For Goods manufactured in the Procuring Agency's Country:

(i) the price of the Goods quoted EXW (ex-

works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

(ii) any Procuring Agency's Country sales tax and other taxes which will be payable on the Goods (if a Call-off Contract is awarded to the Bidder as a FA Supplier); and

(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) (if a Call-off Contract is awarded to the Bidder as a FA Supplier) specified **in the BDS.**

(b) For Goods manufactured outside the Procuring Agency's Country, to be imported:

(i) the price of the Goods, quoted DDP till named place of destination, in the Procuring Agency's Country, as specified **in the BDS;**

(ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) (if a Call-off Contract is awarded to the Bidder as a FA Supplier), specified **in the BDS;**

(c) For Goods manufactured outside the Procuring Agency's Country, already imported:

(i) the price of the Goods, including the original import value of the Goods, plus any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;

(ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on

the Goods already imported;

(iii) the price of the Goods, obtained as the difference between (i) and (ii) above;

(iv) any Procuring Agency's Country sales and other taxes which will be payable on the Goods (if a Call-off Contract is awarded to the Bidder as a FA Supplier); and

(v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) (if a Call-off Contract is awarded to the Bidder as a FA Supplier), specified **in the BDS.**

(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

15 Currencies of Bid and Payment

15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Procuring Agency's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Procuring Agency's Country, unless otherwise specified **in the BDS.**

15.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Procuring Agency's Country.

16 Documents Establishing the Eligibility and Conformity of Goods

16.1 To establish the eligibility of the Goods and Related Services in accordance with **ITB 5**, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

16.2 To establish the conformity of the Goods and Related Services to the Bidding document, the Bidder shall

furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified **in the BDS** following acceptance of the Goods by the Purchaser (if a Call-off Contract is awarded to the Bidder as a FA Supplier).

16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Agency in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

17 Documents Establishing the Eligibility and Qualifications of the Bidder

17.1 To establish Bidder's eligibility in accordance with **ITB 4,** Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.

17.2 The documentary evidence of the Bidder's qualifications to conclude a Framework Agreement, and/or to perform any Call-off Contract(s) if awarded, shall establish to the Procuring Agency's satisfaction:

(a) that, if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to

supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Procuring Agency's Country;

(b) that, if required **in the BDS**, in case of a Bidder not doing business within the Procuring Agency's Country, the Bidder is, or will be, (if awarded the call off contract) represented by an Agent in the country, equipped and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations in respect of the Goods; and

(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18 Period of Validity of Bids

Bids shall remain valid for the Bid Validity period specified **in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Procuring Agency in accordance with **ITB 22.1**). A Bid valid for a shorter period shall be rejected by the Procuring Agency as nonresponsive.

In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Agency may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. A Bidder may refuse the request to extend the validity of their bids. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in **ITB 18.3**.

If the conclusion of a Framework Agreement is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Framework Agreement Base Price shall be determined as follows:

(a) in the case of a fixed price Framework Agreement, the Base Price shall be the Bid price adjusted by the factor specified **in the BDS**;

(b) in the case of an adjustable price Framework

Agreement, no adjustment shall be made;

(c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

19 No Bid Security or Bid Securing Declaration

19.1 No Bid Security or Bid-Securing Declaration is required in relation to this Primary Procurement process.

20 Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in **ITB 11** and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified **in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representative(s).

20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

21 Sealing and Marking of

21.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the

Bids

single envelope, the Bidder shall place the following separate, sealed envelope

(a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in **ITB 11**; and

(b) in an envelope marked "COPIES", all required copies of the Bid; and,

21.2 The inner and outer envelopes, shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Procuring Agency in accordance with **ITB 22.1**;

(c) bear the specific identification of this Bidding process indicated in **ITB 1.1**; and

(d) bear a warning not to open before the time and date for Bid opening.

21.3 If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

22 Deadline for Submission of Bids

22.1 Bids must be received by the Procuring Agency at the address and no later than the date and time specified **in the BDS.** When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.

22.2 The Procuring Agency may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding document in accordance with **ITB 8**, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23 Late Bids

23.1 The Procuring Agency shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with **ITB 22**. Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24 Withdrawal,

24.1 A Bidder may withdraw, substitute, or modify its Bid

Substitution, and Modification of Bids

after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with **ITB 20.3**, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with **ITB 20** and **ITB 21** (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

(b) received by the Procuring Agency prior to the deadline prescribed for submission of Bids, in accordance with **ITB 22**.

24.2 Bids requested to be withdrawn in accordance with **ITB 24.1** shall be returned unopened to the Bidders.

24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25 Bid Opening

25.1 Except as in the cases specified in **ITB 23** and **ITB 24.2**, the Procuring Agency shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with **ITB 22.1**, shall be as specified **in the BDS.**

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid

authorization to request the withdrawal and is read out at Bid opening.

25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.

25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any unconditional discounts, and any other details as the Procuring Agency may consider appropriate.

25.6 Only Bids and unconditional discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Procuring Agency attending Bid opening in the manner specified **in the BDS.**

25.7 The Procuring Agency shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with **ITB 23.1**).

25.8 The Procuring Agency shall prepare a record of the Bid opening that shall include, as a minimum;

(a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;

(b) the Bid Price, per lot (item) if applicable, including any unconditional discounts;

25.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the

record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26 Confidentiality

26.1 Information relating to the evaluation of Bids and recommendation to conclude a Framework Agreement(s), shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to conclude the Framework Agreement is transmitted to all Bidders in accordance with **ITB 39.1**.

26.2 Any effort by a Bidder to influence the Procuring Agency in the evaluation or decision to conclude a Framework Agreement(s) may result in the rejection of its Bid.

26.3 Notwithstanding **ITB 26.2**, from the time of Bid opening to the time of the Framework Agreement being concluded, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing.

27 Clarification of Bids

27.1 To assist in the examination, evaluation, comparison of Bids, and qualification of Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Agency shall not be considered. The Procuring Agency's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Agency in the Evaluation of the Bids, in accordance with **ITB 31**.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Procuring Agency's request for clarification, its Bid may be rejected.

28 Deviations, Reservations, and Omissions

28.1 During the evaluation of Bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the Bidding document;

(b) "Reservation" is the setting of limiting conditions

or withholding from complete acceptance of the requirements specified in the Bidding document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding document.

29 Determination of Responsiveness

29.1 The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in **ITB 11**.

29.2 A substantially responsive Bid is one that meets the requirements of the Bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Framework Agreement; or

(ii) limit in any substantial way, inconsistent with the Bidding document, the Procuring Agency's rights or the Bidder's obligations under the Framework Agreement; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

29.3 The Procuring Agency shall examine the technical aspects of the Bid submitted in accordance with **ITB 16** and **ITB 17**, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

29.4 If a Bid is not substantially responsive to the requirements of Bidding document, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30 Nonconformities, Errors and Omissions

30.1 Provided that a Bid is substantially responsive, the Procuring Agency may waive any nonconformities in the Bid.

30.2 Provided that a Bid is substantially responsive, the Procuring Agency may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the BDS**.

31 Correction of Arithmetical Errors

31.1 Provided that the Bid is substantially responsive, the Procuring Agency shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with **ITB 31.1**, shall result in the rejection

of the Bid.

32 Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified **in the BDS.**

33 No Margin of Preference

33.1 No margin of preference shall apply in the Primary Procurement process.

34 Evaluation of Bids

34.1 The Procuring Agency shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria in deciding to conclude a Framework Agreement(s). No other evaluation criteria or methodologies shall be permitted.

34.2 To evaluate a Bid, the Procuring Agency shall consider the following:

(a) evaluation will be done for Items or Lots, as specified **in the BDS**; and the Bid Price as quoted in accordance with **ITB 14**;

(b) price adjustment for correction of arithmetic errors in accordance with **ITB 31.1**;

(c) price adjustment due to unconditional discounts offered in accordance with **ITB 14.4**;

(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with **ITB 32**;

(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with **ITB 30.3**; and;

(f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

34.3 If applicable, the estimated effect of the price adjustment provisions in the Framework Agreement(s) (which determines the Contract Price for a Call-off Contract), applied over the Term of the Framework Agreement, shall not be taken into account in the Primary Procurement Bid evaluation.

34.4 The Procuring Agency's evaluation of a Bid will exclude and not take into account:

(a) in the case of Goods manufactured in the

Procuring Agency's Country, sales and other similar taxes, which will be payable on the Goods if a Call-off Contract is awarded to the Bidder;

(b) in the case of Goods manufactured outside the Procuring Agency's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Goods sales and other similar taxes, which will be payable on the Goods if the Call-off Contract is awarded to the Bidder;

(c) if applicable, any allowance for price adjustment during the period of execution of the Call-off Contract, if provided in Section B: Framework Agreement Specific Provisions.

34.5 The Procuring Agency's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with **ITB 14**. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services or geographic location. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in **ITB 34.2(f)**.

35 Comparison of Bids

35.1 The Procuring Agency shall compare the evaluated costs of all substantially responsive Bids established in accordance with **ITB 34.2** to determine the ranking of Bids based on the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported Goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for Goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other Related Services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported Goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of Goods.

36 Qualification of the Bidder(s)

36.1 Before concluding a Framework Agreement(s), the Procuring Agency shall determine, to its satisfaction, whether the eligible Bidder(s) with substantially responsive Bid(s) that are able to meet the Framework Agreement criteria, meet(s) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to **ITB 17**. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the Bidding document), or any other firm(s) different from the Bidder.

36.3 An affirmative determination shall be a prerequisite for the conclusion of the Framework Agreement (s) to the Bidder. A negative determination shall result in disqualification of the Bid.

37 Procuring Agency's Right to Accept Any Bid, and to Reject Any or All Bids

37.1 The Procuring Agency reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to the conclusion of a Framework Agreement(s), without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted shall be promptly returned to the Bidders.

38 Standstill Period

38.1 The Framework Agreement(s) shall not be concluded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with **ITB 44**. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Conclude a Framework Agreement. Where only one Bid is submitted, or if this Primary Procurement process is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

39 Notification of Intention to Conclude a Framework Agreement

39.1 The Procuring Agency shall send to each Bidder the Notification of Intention to Conclude a Framework Agreement(s) with the successful Bidder(s). The Notification(s) of Intention to Conclude shall contain, at a minimum, the following information:

(a) the name and address of the Bidder(s) submitting the successful Bid(s);

(b) the price(s) of the successful Bid(s), or pricing mechanism(s);

(c) the names of all Bidders who submitted Bids, and their Bid prices, or pricing mechanism(s), as readout, and as evaluated;

(d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the Notification on Intention to Conclude a Framework Agreement(s) is addressed) was unsuccessful, unless the price, or pricing mechanism(s) information in (c)) above already reveals the reason;

(e) the expiry date of the Standstill Period;

(f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

F. Conclusion of a Framework Agreement

40 Framework Agreement Criteria

40.1 This is a Closed Framework Agreement.

40.2 The Procuring Agency shall specify **in the BDS** and/or Section III Evaluation and Qualification Criteria, the criteria that will apply in the selection of Bidder(s), with whom a Framework Agreement(s) may be concluded.

41 Notification to Conclude a Framework Agreement

41.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in **ITB 38.1** or any extension thereof, and upon satisfactorily addressing a complaint that has been submitted within the Standstill Period, the Procuring Agency shall transmit to the successful Bidder(s) a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Bidder.

42 No Obligation to Purchase

42.1 The conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency and/or Purchaser(s) to purchase any Goods under the Framework Agreement.

43 Non-exclusivity

43.1 This Primary Procurement process is non-exclusive, and the Procuring Agency reserves the right to procure the Goods from other suppliers who are not FA

Suppliers.

44 Debriefing by the Procuring Agency

44.1 On receipt of the Procuring Agency's Notification of Intention to Conclude a Framework Agreement(s), referred to in **ITB 39.1**, an unsuccessful Bidder has three (3) Business Days to make a written request to the Procuring Agency for a debriefing. The Procuring Agency shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

44.2 Where a request for debriefing is received within the deadline, the Procuring Agency shall provide a debriefing within five (5) Business Days, unless the Procuring Agency decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Procuring Agency shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

44.3 Where a request for debriefing is received by the Procuring Agency later than the three (3)-Business Day deadline, the Procuring Agency should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Conclusion of Framework Agreement Notice. Requests for debriefing received outside the three (3) day deadline shall not lead to extension of the standstill period.

44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally (over the phone or video conference) or in person. The Bidders shall bear their own costs of attending such a debriefing meeting.

45 Signing the Framework Agreement

45.1 Unless an earlier deadline is stipulated **in the BDS**, the Bidder shall sign, date and return the Framework Agreement within twenty-eight (28) days of receipt of the same.

45.2 In case of Multi-User Framework Agreement, the Procuring Agency shall sign each Framework Agreement on behalf of all participating Purchasers.

46 Publication of the Conclusion of Framework Agreement Notice

46.1 Within ten (10) Business Days of transmission to the successful Bidder(s) of the Notification(s) to Conclude a Framework Agreement(s), as per **ITB 41.1**, the Procuring Agency shall publish the Conclusion of Framework Agreement Notice which shall contain, at a minimum, the following information:

(a) name and address of the Procuring Agency, and if applicable, all participating Purchasers;

(b) name and reference number of the Framework Agreement being concluded, and the selection method used;

(c) names of all Bidders that submitted Bids, and their Bid prices, or pricing mechanisms, as read out at Bid opening, and as evaluated;

(d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and

(e) the name(s) of the successful Bidder(s), the duration of Framework Agreement(s), and a summary of its scope.

46.2 The Conclusion of Framework Agreement Notice shall be published on the Procuring Agency's website with free access if available, or in at least one newspaper of national circulation in the Procuring Agency's Country, or in the official gazette. The Procuring Agency shall also publish the Conclusion of Framework Agreement Notice in UNDB online.

47 Procurement Related Complaint

47.1 The procedures for making a Procurement-related Complaint are as specified **in the BDS**.

G. Secondary Procurement Process for awarding a Call-off Contract

48 Method and criteria for award of Call-off Contract

48.1 The Secondary Procurement method that shall apply in selecting FA supplier and awarding a Call-off contract is specified **in the Framework Agreement** (Framework Agreement, Schedule 3, Secondary Procurement). To be entitled to participate in a Secondary Procurement, and awarded a Call-off Contract, FA Suppliers must continue to be qualified and eligible, and the Goods must continue to be eligible, as per the criteria stipulated in this RFB. The Purchaser may require, at the Secondary Procurement

stage and award of Call-off Contract, evidence of continued qualification and eligibility.

49 Adjustment to the Base Price

49.1 The Call-off Contract Price at the Secondary Procurement stage shall not be subject to price adjustment unless specified in Framework Agreement, Section B: Framework Agreement Specific Provisions.

Section II - Bid Data Sheet (BDS)

The following specific data for the Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions **in the BDS** shall prevail over those in ITB.

A. General	
ITB 1.1 and 1.2 (p)	**The Procuring Agency is**: Coordination & Monitoring Unit (CMU) Punjab Clean Air Program (PCAP), P&D Board, Punjab The Procuring Agencies will conclude, administer and manage the Framework Agreement, and be the sole Purchaser under the Framework Agreement **The reference number of the Request for Bids (RFB) is**: PK-PCAP CMU-524257-NC-RFB **The name of the RFB is:** Hiring of Communication & Digital Marketing Firm under Framework Contract
ITB 1.2 *(l) or (t)*	This Primary Procurement will conclude **a Single-Supplier Framework Agreement**
ITB 1.2 (p)	Coordination & Monitoring Unit (CMU) PCAP, P&D Board, Punjab
ITB 1.2 *(m) or (u)*	**Single-Supplier Framework Agreement** This Primary Procurement intends to conclude a *Single-User* Framework Agreement.
1.2 (w)	**Term of Framework Agreement** The Framework Agreement shall be for a Term of **(01) One years extendable** from the singing date stated in the Framework Agreement.
ITB 2.1	The Borrower is: **Islamic Republic of Pakistan** The name of the Program is: **Punjab Clean Air Program (PCAP), Coordination**
ITB 4.1	The maximum number of members in a Joint Venture (JV) shall be: Two (2)
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.

B. Contents of the RFB Document	
ITB 6.3	**A Pre-Bid meeting: Not Applicable**
ITB 7.1	For **clarification of Bid purposes** only, the Procuring Agency's address is: Program Director CMU-Punjab Clean Air Program Planning & Development Board 6-A, Ahmad Block, New Garden Town, Lahore. Contact No. 03457036677
C. Preparation of Bids	
ITB 10.1	The **language of the Bid** is English
ITB 14.2	The prices quoted for contract shall correspond to the estimated quantities specified in "Schedule of Requirements" over the Framework Agreement period **(01 Years) extendable subject to satisfactory performance.**
ITB 14.3	The price to be quoted in the Letter of Bid in accordance with **ITB 12.1** shall be the total bid price as applicable.
ITB 14.6	The Incoterms latest edition will apply to Framework Agreement Call-off Contracts.
ITB 14.7 (b)(i) and (c)(v)	Named place(s) of destination, as per Incoterms used: Lahore, Pakistan
ITB 14.7 (a)(iii) (b)(ii) and (c)(v)	**Prices shall be quoted for supply of Goods and related Services at the following location:** Lahore, Pakistan
ITB 15.1	The Bidder is required to quote in PKR (Pakistan Rupee) inclusive of all applicable taxes.

ITB 18.1	The **Bid validity period** shall be **120** days.
ITB 19	**Bid Security amounting PKR.3,000,000** in the form of an irrevocable and unconditional Bank Guarantee issued by a scheduled Bank of Pakistan or CDR, SDR, Pay Order, Demand Draft, or Banker's Cheque shall be required in original along with the Bid Submission Form. Bank Guarantee shall be valid for 30 days beyond the Bid Validity period.
ITB 20.1	In addition to the original of the Bid, the number of copies to be delivered to the Procuring Agency is **(01) one copy**.
ITB 20.3	The written confirmation of **authorization to sign** on behalf of the Bidder shall consist of *an Authority Letter required to demonstrate the authority of the signatory to sign the Bid on behalf of the Bidder. The Authority Letter should be signed on behalf of the Bidders and should contain the (i) Name, signature and designation of the authorized person who is authorized to sign the Bid; and (ii) Name, signature and designation of the person(s) who is authorizing on behalf of the bidder.*
D. Submission and Opening of Bids	
ITB 22.1	For **Bid submission** purpose only, the Procuring Agency's address is: All bid must be submit at Coordination & Monitoring Unit, Punjab Clean Air Program (PCAP), Planning & Development Board **6-A, Ahmad Block, New Garden Town, Lahore** The deadline for Bid submission is: **Date: 26th February, 2026** **Time: 1100 hours** Bidders shall not have the option of submitting their Bids electronically.
ITB 25.1	The **Bid opening** shall take place at: Coordination & Monitoring Unit , Punjab Clean Air Program (PCAP), Planning & Development Board **Date: 26th February, 2026** **Time: 1100 hours** **6-A, Ahmad Block, New Garden Town, Lahore**

	Date: 26th February, 2026 **Time: 1130 hours**
ITB 25.6	The Letter of Bid shall be numbered and initialed by representatives of the Procuring Agency conducting Bid opening.
E. Evaluation and Comparison of Bids	
ITB 30.3	The adjustment shall be based on the highest unit price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.
ITB 34.2(a)	Evaluation will be done for items Bids will be evaluated based on the total offered price. 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 to be not included in the Bid, and provided that the Bid is substantially responsive, the **highest** price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.
F. Concluding a Framework Agreement	
ITB 45	**Signing the Framework Agreement** The successful Bidder shall sign, date and return the Framework Agreement within 14 (fourteen) days of receipt of the same.
ITB 47	The procedures for making a Procurement-related Complaint are detailed in Annex III of the Procurement Regulations for IPF Borrowers. If a Bidder wishes to make a Procurement-related

	Complaint, the Bidder shall submit its complaint in writing (by the quickest means available, that is either by email or fax), to: Title/position: **Program Director** Procuring Agency: **Coordination & Monitoring Unit, PCAP** In summary, a Procurement-related Complaint may challenge any of the following: **1.** the Procuring Agency's Bidding Documents; and **2.** the Procuring Agency's decision to conclude a Framework Agreement(s).

Section III - Evaluation and Qualification Criteria

This Section contains the criteria that the Procuring Agency shall use to conclude a Framework Agreement(s). The criteria and methodology described is to evaluate Bids and qualify Bidders. No other factors, methods or criteria shall be used other than specified in this RFB document for the Primary Procurement process.

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Evaluation and Qualification Criteria

Evaluation and Qualification Criteria The Procuring Agency will conclude the Framework Agreement with the Bidder that meets the qualification criteria and whose bid has been determined to be:

a) substantially responsive to the qualification criteria provided in the Bidding document; and

b) the lowest evaluated cost.

Qualification and Eligibility Criteria:

The firm must demonstrate the following minimum qualifications and competencies:

i. Corporate Capacity

- Legally registered firm with at least **five (5) years** of continuous operation in communications, media management, advertising, or digital marketing. Valid **Certificate of Incorporation / Business Registration License**.

ii. Financial Capacity

- Minimum annual turnover of PKR 10 million in each of the last **five (5)** fiscal years, supported by audited financial statements or certified bank statements.

iii. Relevant Experience

- Proven experience in at least **five (05)** comparable assignments over the past five years involving. Documentary evidence (contracts, work orders, completion certificates, or client references) must be provided.

v. Governance and Integrity

- A signed Affidavit of Non-Blacklisting confirming that the firm has not been blacklisted or debarred by any government, international development agency, or donor (including the World Bank).

vi. Human Resource Capacity

- The firm must have qualified multidisciplinary team mentioned in the TORs.

- **Bid Security amounting Rs. 3,000,000** must be furnished from a scheduled bank of Pakistan.
- Bids should be valid for a period of **120 days.**

2. Evaluation of Bids

The Procuring Agency's evaluation of a Bid will consider, in addition to the Bid Price quoted in accordance with **ITB 14,** the following factors as specified in **ITB 34.2(f)**, using the following criteria and methodologies.

- Compliance to Evaluation Criteria / Scope of Work / Terms of Reference (TORs) as proposed in Bidding Document.

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Letter of Bid

Framework Agreement

Framework Agreement : Hiring of Communication & Digital Marketing Firm under Framework Contract

Date of this Bid submission: 26th *February, 2026*

Request for Bid No.: PK-PCAP CMU-524257-NC-RFB

To: **[*insert complete name of Procuring Agency*]**

(a) **No reservations:** We have examined and have no reservations to the RFB document, including addenda issued in accordance with Instructions to Bidders (**ITB 8**);

(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with **ITB 4**;

(c) **Eligible Goods and Related Services**: If we conclude a Framework Agreement, the Goods and Related Services that we may supply under a Contract awarded under the Framework Agreement, shall be sourced from an eligible country in accordance with **ITB 5** and Section V, Eligible Countries. The Goods and Related Services shall be sourced from [*insert name of the country(ies)*]

(d) **Bid/Proposal-Securing Declaration**: *[select OPTION 1 or 2 as applicable]*

OPTION 1

"We have neither been suspended nor declared ineligible by the Purchaser(s) based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser's Country in accordance with **ITB 4.7**" or

OPTION 2

"We have been suspended or declared ineligible by the following entities based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser's Country in accordance with **ITB 4.7** *[insert name of entities]"*;

(e) **Conformity:** We offer to supply, in conformity with the RFB document and in accordance with Section VII- Schedule of Requirements, the following Goods: [*insert a brief description of the Goods and Related Services*];

(f) **Bid Price**:
"The total price of our Bid, excluding any discounts offered in item (g) below is: [*insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies"*

(g) **Unconditional Discounts**: The unconditional discounts offered are: [Specify in detail each unconditional discount offered.]

The exact method of calculations to determine the net price after application of unconditional discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

(h) **Bid Validity Period**: Our Bid shall be valid for the period specified in **BDS 18.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 22.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(i) **Performance Security**: If our Bid is accepted and we conclude a Framework Agreement, we understand that we may be required to obtain a performance security of 5% total bid price in shape of pay order, demand draft or unconditional bank guarantee in favour of Program Director CMU-PCAP, P&D Board;

(j) **One Bid per Bidder**: We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of **ITB 4.3**;

(k) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Procuring Agency's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(l) **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of **ITB 4.6***];

(m) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the RFB process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

(n) **Not Bound to Purchase**: We understand that there is no obligation on the Procuring Agency/Purchaser(s) to purchase any Goods, and/or Related Services from any FA Supplier during the Term of the Framework Agreement.

(o) **No expectation of Call-off Contract:** We confirm that no undertaking or any form of statement, promise, representation or obligation has been made by the Procuring Agency/Purchaser in respect of the total quantities or value of the Goods that may be ordered by it, or any participating Purchaser(s), in accordance with this Framework Agreement. We acknowledge and agree that we have not submitted this Bid on the basis of any such undertaking, statement, promise or representation. If we conclude a Framework Agreement, we have no legitimate expectation of being awarded a Call-off Contract under the Framework Agreement.

(p) **Not Bound to Accept**: In relation to this Primary Procurement, we understand that you are not bound to accept any Bid that you may receive.

(q) **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.

Name of the Bidder: *[*insert complete name of the Bidder*]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[*insert complete name of person duly authorized to sign the Bid*]

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

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*]

** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Form of Bid Security

(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

RFB No.: *[Purchaser to insert reference number for the Request for Bids]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

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

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____under Request for Bids No. _____ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

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 _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the 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.

_____

[Signature(s)]

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

Bidder Information Form

Framework Agreement

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid submission*]
RFB No.: *[insert number of RFB process]*
Page _____of_ _____pages

1. Bidder's Name *[insert Bidder's legal name]*
2. In case of JV, legal name of each member: *[insert legal name of each member in JV]*
3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information **Name**: *[insert Authorized Representative's name]* **Address**: *[insert Authorized Representative's Address]* **Telephone/Fax numbers**: *[insert Authorized Representative's telephone/fax numbers]* **Email Address**: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with **ITB 4.4**. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with **ITB 4.1**. ☐ In case of state-owned enterprise or institution, in accordance with **ITB 4.6** documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Procuring Agency or Purchaser 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Section V. Priced Activity Schedule

#	Activity Category	Description / Output	Indicative Quantity / Duration	Unit	Unit Cost (PKR) inclusive taxes	Total Cost (PKR) inclusive taxes	Remarks
1	**Digital & Social Media Campaigns / Assets**						
1.1	Social Media Content Strategy and Calendar	Development of annual content and engagement plan for Facebook, X, Instagram, LinkedIn, YouTube, TikTok	1	Per Deliverable			Includes content pillars, posting cadence, and KPIs
1.2	Creative Design and Content Production	Static posts, carousels, infographics, reels, animations, video snippets	300	Per asset			Optimized for mobile-first and accessibility
1.3	Paid Digital Advertising	Boosting, influencer collaborations, and paid media as per approved plan	10	Per Campaign			Based on campaign needs and performance
1.4	Community Management	Regular moderation, response management, engagement tracking	24	Bi-monthly			Includes proactive audience engagement
1.5	Performance Analytics and Reporting	Social media dashboards with engagement, reach, and sentiment insights / tracking	24	Bi-monthly			Use of analytics tools like Konnect Insights / Brand verse
1.6	Podcast	End-to-end production and execution of a PCAP podcast series on clean air, including concept development, scripting, recording, editing, and dissemination across digital platforms.	12 episodes	Per episode			
2	**Video and Audio Production**						
2.1	Short Documentaries / Explainers	3–5 min feature videos showcasing PCAP's success stories and reforms	10	Per video			Includes scripting, filming, post-production
2.2	Thematic TVCs / Digital Ads	30–60 sec awareness or promotional	10	Per ad			Tailored for cross-platform broadcast

		videos for campaigns					
2.3	Radio Spots / Podcasts / TV Talk Shows and Appearances	30–60 sec radio PSAs or 10–15 min podcast episodes / TV talk shows and media appearances	12	Per spot / episode			Urdu and English production
2.4	Animation / Motion Graphics	2D/3D explainers or visual awareness stories	10	Per video			For online and event-based dissemination
2.5	Voiceover & Scriptwriting	Creative and technical writing for all productions	10	Per script			Includes translation and localization
3	**Print and Visibility Materials**						
3.1	Posters, Banners, Standees	Design and production for outreach and awareness events	300	Per design / print			Environmentally sustainable materials
3.2	Brochures, Leaflets, Fact Sheets, reports and publications	Informational and policy-focused materials	10	Per item			Bilingual (Urdu/English)
3.3	Newsletters, PowerPoint Presentations, & Policy Briefs	Design, layout, and dissemination (digital-first)	8	Per edition			E-newsletters and downloadable PDFs
3.4	Event Branding Collateral	Bags, folders, backdrops, signage, eco-friendly giveaways	10	Per item			For high-visibility events
3.5	Annual Report / Brand Book	High-quality design, layout, and publication	1	Per report			Includes photography and data visualization
4	**Media Relations & Stakeholder Engagement – Thought Leadership**						
4.1	Media Launch / Press Conference / Media Visits	Planning and execution of Tier-1 media events	4	Per event			Includes logistics, branding, media kits
4.2	Press Releases / Op-eds	Drafting and coordination with national and international media	12	Per release			Includes Urdu/English versions
4.3	Media Coverage Facilitation	Securing earned coverage in print, TV, radio, digital	15	Per event			Includes post-event clippings
4.4	Media Monitoring & Analysis	Comprehensive monitoring of print, broadcast, and online	12	Bi-monthly			Dashboard-based reporting
4.6	Annual flagship events, Consultative Sessions (conference) (Reimbursable)	Host a multi-stakeholder conference (hybrid) bringing together policymakers, academia,	12	per Event			PC, Avari Hotel or Flatties Hotel.

		industry, media, and global partners (World Bank, UNEP, ICLEI, etc.).					
4.7	Clean Air Forums (Quarterly round tables, knowledge partnerships)	Curated roundtables / webinars on specific themes (urban transport, agriculture, waste, etc.), with international panelists. Facilitate partnerships and speaking opportunities with relevant conferences for e.g. Dawn International Climate Change Conference.	4	Per event			
4.8	Global Campaigns	Align and execute PCAP campaigns with international observances (World Environment Day, Clean Air Day, COP events) — ensures global visibility.	8	Per campaign			
4.9	Thought leadership publications	Produce insight papers, op-eds, and digital compendiums co-authored with experts and development partners.	6	Per publication			
	Press Kit & Media Resource Portal	Develop and maintain a digital media hub with press releases, visuals, and story materials.	1	Per portal/ Deliverable			
5	**Campaign Evaluation & Reporting**						
5.1	Baseline & Endline Communication Survey	Awareness, perception, and impact assessment	2	Per survey			Independent or third-party verification
5.2	Monthly & Quarterly Progress Reports	Documentation of communication outputs and analytics	12	Per Report			Includes dashboard summary
5.3	Annual Communication Impact Report	Year-end performance and impact report	1	Per Report			Highlights success stories and ROI

5.4	AI-driven Social Listening & Sentiment Mapping	Incorporate dashboards to track citizen sentiment, misinformation trends, and campaign reach.	12	Per Report			
6	**Specialized & Creative Outputs**						
6.1	Thematic Campaign Series	Multi-platform campaigns (Clean Air, Mobility, Waste, etc.)	5	Per campaign			Includes creative, media, digital rollout
6.2	Web / UI-UX Design	Microsite or landing page for specific campaign integration	5	Per site			Integrated with PCAP website
6.3	Educational Materials for Youth	Comics, digital kits, illustrated stories for schools	10	Per set			In collaboration with academia/NGOs
6.4	Photography / Videography Coverage	Field, event, and impact documentation	10	Per day			Includes post-editing
6.5	Knowledge Products	E-magazines, policy briefs, case studies, impact stories, or toolkits	3	Per publication			For donor and stakeholder dissemination
6.6	Chatbot for Citizen Queries / Engagement	Integrate into the PCAP website or WhatsApp for automated citizen FAQs on smog alerts, clean air tips, and reporting pollution sources.	3	Per Product			For citizen engagement
	Gamified Awareness Tools	Mini online challenges or quizzes (e.g., "Smog Smart Challenge") for youth and schools; high visibility, low cost.	4	per tool			
7	**Innovation & AI-Driven Communication**						
7.1	AI-Based Social Listening Tools	Subscription or integration with tools (e.g., Brandverse, Konnect Insights)	1	Annual Subscription			For sentiment and trend analysis
7.2	Interactive / Immersive Media	AR/VR storytelling, 360° videos, or interactive dashboards	3	Per product			As per feasibility and approval
7.3	Behavior Change Recognition Program	"Clean Air Champions" or similar engagement initiative	1	Per Program			Includes design, branding, rollout
8	**Strategic PR, Media & Influencer Engagement**						

8.1	Strategic PR Campaigns	Design and execute targeted PR campaigns for key milestones, reports, or clean air initiatives.	8	Per campaign			
8.2	Influencer Collaboration Program	Engage credible Pakistani influencers (eco-bloggers, youth leaders, journalists) to advocate for clean air messages.	20	Per influencer collab			
8.3	Podcast Guest Placement	Secure guest appearances for PCAP experts on external national or regional podcasts, for example VCAST and TCM.	6	Per podcast			
9	**Corporate Branding, Visibility Collateral and Merchandise**						
9.1	Corporate Stationery Package	Design and printing of official stationery (letterheads, envelopes, business cards, file folders, labels, etc.)	3	Per Package			
9.2	Certificates & Plaques	Design and production of certificates of appreciation, participation, and plaques for events	5	Per item			
9.3	Promotional Merchandise	Branded items (tote bags, pens, notebooks, mugs, reusable bottles, etc.) for outreach activities	5	Per item			
9.4	Marketing & Awareness Materials	Brochures, flyers, newsletters, policy briefs, and other outreach content	5	Per item			
9.5	Brand Manual / Visual Identity Guidelines	Comprehensive branding manual (logo usage, fonts, color palette, templates)	5	Per Asset			
10	**Social and Behavior Change Communication**						
10	SBCC implementation plan	Strategic plan outlining key messages, target audiences, channels, and actions to guide PCAP's behavior change and	1	Per Asset			

		communication efforts.					
10	SBCC campaigns / activation	Design and execute targeted media and community outreach activities to promote clean air practices and drive public engagement.	4	Per campaign			
	Grand Total (PKR) Inclusive of all applicable taxes						

Note: Quantities are indicative/estimated and can be increased or decreased on need basis.

Manufacturer's Authorization Form

Not Required.

Section VI - Fraud and Corruption

(Section VI 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 suppliers; any sub-contractors, sub-consultants, service providers or suppliers; 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, suppliers 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 mis procurement, 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 supplier, 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 suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, 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.

---

[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.

[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.

SECTION-VII-TERMS OF REFERENCE (TORs)

Scope of Services – Terms of Reference

Hiring of Non-Consulting Communication & Digital Marketing Firm under Framework Contract For CMU-PCAP

1. Background:

Air pollution in Punjab, particularly in Lahore Division, has reached critical levels, posing severe health, environmental, and economic challenges. Punjab is home to over 120 million people, and rapid urbanization, industrial growth, transport emissions, and agricultural residue burning have exacerbated air quality deterioration. The World Health Organization ranks Lahore among the cities with the highest levels of PM2.5 globally. Air pollution is estimated to contribute to thousands of premature deaths annually, in addition to respiratory and cardiovascular diseases, lost labor productivity, and reduced quality of life. To address this challenge, the Government of Punjab (GoPb), with financial and technical support from the World Bank, has launched the five-year Punjab Clean Air Program (PCAP). PCAP is financed through two instruments:

- Program-for-Results (PforR): focusing on results in Air Quality Management (AQM), Environment Protection Department, Transport Department and Agriculture Department;
- Investment Project Financing (IPF): supporting technical assistance, capacity building, and independent verification of results.

The overall Program Development Objective (PDO) is to strengthen air quality management and reduce population-weighted PM2.5 annual average exposure in Lahore Division. The IPF component (US$20 million equivalent) finances critical technical assistance activities, including the hiring of a Third-Party Verification Agency (IVA/TPV) that will provide independent and credible verification of the achievement of Disbursement Linked Indicators (DLIs) and Disbursement Linked Results (DLRs).

2. Key Sectors and Focus Areas:

Based on the Program Appraisal Document (PAD), the PCAP communications strategy must cover the following critical intervention areas which require significant public and stakeholder buy-in:

Smog Action Plan Communications: The firm will develop and implement a dedicated communications framework to support the Government of Punjab's Smog Action Plan. This includes translating technical directives into clear, accessible public messages; designing seasonal campaigns that highlight required actions by citizens, industries, transport operators, and local administrations; and ensuring timely dissemination of smog-related advisories. The firm will coordinate messaging across relevant departments, produce targeted content for high-risk periods, promote compliance measures, and build public understanding of both short-term mitigation steps and long-term reforms under the Plan.

- **Clean Air:** Raising awareness on the impacts of air pollution and promoting behavior change to reduce emissions at the household, community, and institutional levels. This includes communicating the importance of data-driven air quality management, improving public understanding of monitoring systems, and building support for the Government of Punjab's **Smog Action Plan,** along with other interventions designed to improve ambient air quality across the province.

- **Clean Transport:** Promoting cleaner urban mobility and modernizing public transit. This includes communicating the benefits and changes related to subsidies for bus operations and the maintenance of

modern systems like Automated Fare Collection (AFC), managed by departments such as the Transport and Mass Transit Department (T&MD).

- **Sustainable Agriculture:** Supporting the transition away from environmentally damaging practices. This involves outreach to the agricultural sector, focusing on the operation and maintenance of IT platforms for agricultural equipment to discourage crop residue burning.

- **Enhancement of Previous Interventions:** The Environmental Protection & Climate Change Department (EPCCD) has already initiated and operationalized several digital-first public awareness interventions, including the engagement of social media influencers and the implementation of incentive-based mechanisms such as the Green Credit Program. The Communications Firm shall build upon, strengthen, and scale these existing initiatives rather than duplicating parallel efforts.

The success of PCAP fundamentally relies on widespread public awareness, behavioral change adoption, and inter-departmental cooperation.

3. Objective of the Assignment:

The primary objective is to engage a fully-functional, professional, and experienced Communications and Digital Marketing Firm to design, develop and execute a comprehensive, evidence-based, and impactful communications and public awareness strategy for the duration of the Punjab Clean Air Program (PCAP). The firm will be responsible for translating and disseminating the technical and institutional goals of PCAP into clear, accessible, and motivating public messages to achieve the following specific outcomes:

1. **Goal-Oriented Communication:**
   Translate PCAP's technical and Policy objectives into clear, creative, contextually relevant, and actionable messages tailored to diverse audiences — including farmers, commuters, industry representatives, policymakers, and the general public — to foster broad-based understanding and support for clean air initiatives.

2. **Social and Behavioral Change Impact:**
   Design and implement evidence-based communication and outreach strategies that encourage the adoption of cleaner, more sustainable practices across key sectors (e.g., transport, agriculture, and industry), resulting in measurable behavioral shifts and contributing to improved air quality outcomes in Punjab.

3. **Enhancing Program Transparency and Visibility:**
   Ensure timely, consistent, and accessible dissemination of PCAP's progress, milestones, financial disbursements, and impact stories to citizens, stakeholders, and development partners — thereby reinforcing institutional transparency, stakeholder confidence, and the Government's commitment to environmental stewardship.

4. Rationale for Robust and Agile Program Communications:

The Punjab Clean Air Program (PCAP) is a comprehensive, multi-sectoral initiative supported by a World Bank . While the program focuses on technical investments and institutional reforms—such as providing subsidies for bus operations, maintaining the Automated Fare Collection (AFC) system, and operationalizing digital platforms for agricultural equipment—its long-term success ultimately depends on effective behavioral, institutional, and policy-level shifts across society.

To achieve these transformational outcomes, the program requires the services of a dedicated Communications and Digital Marketing Firm capable of translating complex technical concepts into compelling narratives, actionable messages and creative campaigns that drive awareness, participation, and sustained behavior change. The need for this specialized support stems from the following key factors.

i. **Addressing the Public Health Emergency:**
Air pollution in Punjab has reached critical levels, posing severe risks to public health, livelihoods, and economic productivity. Strategic communication is essential to **translate scientific evidence and technical data into clear, relatable, and urgent messages** that inspire both public and private stakeholders to take collective, preventive action.

ii. **Driving Adoption and Compliance:**
PCAP's success depends on the widespread **adoption of cleaner and more sustainable practices—** from reducing crop residue burning in agriculture to encouraging cleaner commuting behaviors in urban transport. Without targeted, sustained, and persuasive outreach campaigns, these interventions risk limited uptake and reduced impact. Effective communication will therefore be central to **motivating behavioral change and ensuring compliance** with clean air policies.

iii. **Managing Multi-level Stakeholder Complexity and Consistent Messaging:**
PCAP brings together multiple implementing partners, including but not limited to the **Transport and Mass Transit Department, Agriculture Department, and the Environmental Protection, Climate Change, and Disaster Management Department (EPCCD).** To ensure alignment and coherence across these agencies, a professional communications firm is needed to **harmonize messaging, facilitate cross-sectoral dialogue, and promote shared ownership of the clean air.**

5. Scope of Work:

The Communications and Digital Marketing Firm shall perform, but not be limited to, the following technical expertise:

5.1. Strategy and Planning

- Develop a comprehensive **three-year PCAP Communications and Public Awareness Strategy** that defines clear communication goals and identifies primary, secondary, and tertiary audiences (e.g., farmers, transport operators, commuters, policymakers, media, women and youth, and civil society). The strategy should outline audience-specific messages, measurable objectives and proposed communication approaches and campaigns for each group.
- Conduct a **perception audit and baseline survey** to assess public awareness, perceptions, and attitudes toward air quality and clean practices, providing evidence-based insights to guide message development and channel selection. As part of the inception phase, the Firm shall undertake a structured review and gap analysis of existing EPCCD's and other communication initiatives pertaining to same subject, including social media platforms, influencer partnerships, digital campaigns etc. The findings of this review shall inform the proposed Communications and Social & Behavior Change Strategy, ensuring alignment with ongoing efforts and maximizing value for money.

- Design a **Crisis Communication and Issues Management Plan** on how to proactively manage communications to respond to potential misinformation, mitigate risk, and appropriately address and contextualize an understanding of the impacts of the project in the face of negative media coverage or unforeseen events affecting PCAP reputation or broader understanding of the purpose of project funded air quality interventions.

5.2. Creative Direction, Content Development, and Media Production

- Develop a **PCAP Visual Identity and Messaging Toolkit**, including brand guidelines (logos, color palette, typography), tone of voice, tagline, and a set of standardized key messages to ensure coherence across all communication materials.
- Lend creative direction and produce high-quality, audience-tailored and innovative communication campaigns across multiple platforms (print, digital, social media, radio, television, and outdoor media). Deliverables may include public service announcements (PSAs), animated explainer videos, infographics illustrating air quality trends, impact stories, and other creative content.
- Conceptualize and execute thematic campaigns to promote positive behavioral change to improve air quality, including but not limited to:
  -Adoption of clean agricultural practices (e.g., crop residue management).

  -Uptake of clean transport initiatives (e.g., use of Automated Fare Collection systems and low-emission vehicles).

5.3. Media Relations and Stakeholder Outreach

- Lead proactive and responsive local and international-level media engagement, including drafting and editing press releases, organizing media briefings, press conferences, high-level media site visits, and key interviews to highlight PCAP milestones, impact, and achievements.
- Regularly update and maintain official PCAP website and related websites or microsites / QR codes / digital content / mobile app development and social media channels (e.g., X/Twitter, Facebook, TikTok, YouTube, Instagram and LinkedIn) to facilitate two-way communication with the public, disseminate accurate information, and counter misinformation.
- Plan and implement community and stakeholder engagement events such as workshops, town halls, seminars, panel talks, round table conferences, and roadshows in priority pollution hotspots to enhance visibility, participation, and dialogue around PCAP interventions.

6. Detailed Terms of Reference:

The Communications and Digital Marketing Firm will be responsible for the overall planning, development, and execution of the Punjab Clean Air Program's (PCAP) strategic communication and outreach activities. The firm will deliver end-to-end communication services, encompassing strategy development, creative direction and design, content production, and management of all electronic, print, digital, and social media channels to ensure consistent, high-impact messaging across audiences. Specifically, the firm will undertake (but not be limited to) the following tasks:

A. Plan, Develop & Execute Social and Behavior Change-led Communications Strategy:

The firm will develop a comprehensive PCAP Communications and Social & Behavior Change Strategy that aligns with the program's objectives and builds public understanding, participation, and ownership of clean air reforms. The strategy will be grounded in evidence and designed to promote measurable shifts in knowledge, attitudes, and practices among key stakeholders. Specifically, the firm will:

- Conduct a **communication needs assessment** and **stakeholder mapping** to identify and segment primary, secondary, and tertiary target audiences (e.g., farmers, commuters, industry actors, policymakers, media, and civil society).
- Define communication objectives and desired behavior change outcomes for each target group.
- Develop core messages that communicate PCAP's value, results, and evidence-based achievements in a relatable and action-oriented manner.

- Identify appropriate communication channels and approaches (traditional, digital, and interpersonal) suited to each audience segment.
- Recommend communication products and activities tailored to audience needs, leveraging existing national and international communication materials and past successes from similar government-led environmental and behavioral reform programs where relevant.
- Present a detailed **Social and Behavior Change Communications (SBCC) implementation plan**, including:
    - Annual activity plan with timelines and deliverables,
    - Implementation and coordination framework,
    - Capacity requirements, and
    - Risk and issue management plan, identifying potential communication challenges and strategies to prevent or mitigate them.

The final strategy should be practical, adaptable, and results-oriented, serving as a guiding framework for all PCAP communication interventions.

Given the cross-sectoral nature and wide-ranging reform activities under the PCAP Program, the firm will be required to deploy a dedicated communications team to ensure continuity and responsiveness. While developing the communication strategy, the firm may consider the following phased communication modules with proposed timelines:

a) i. Pre-launch dissemination and awareness-building activities
ii. Development and preparation of high-level dynamic communication products targeting varied audiences through multi-lateral platforms
iii. Launch teaser campaign
iv. Full program launch campaign and event-based communication and PR
v. Sustained digital and social media engagement and influencer campaign

Based on feedback from the pre-launch activities and an assessment of audience insights the firm should make recommendations to update the plan and timelines..

b) It is important to note that several PCAP implementing entities and partners have limited public relations and communication capacity. Therefore, the firm will also provide technical support, mentoring, and hands-on assistance to these entities to help design, implement, and evaluate their communication activities and capacities. Project entities with existing budget resources may require temporary surge support during high-visibility or peak campaign periods.

B. Build Strategic Partnerships and Strengthen Media and Key Stakeholder Engagement:

i) Develop and implement an overarching communications and stakeholder / media engagement framework for the PCAP program and its implementing agencies, ensuring coherent and aligned messaging across all entities, partners, and stakeholders—both online and offline.

ii) Establish and promote a strong, unified PCAP brand identity, positioning it as a flagship provincial reform initiative contributing to cleaner air, sustainable development, and environmental governance in Punjab. The brand should reflect the Government’s commitment to innovation, transparency, and citizen well-being.

iii) Map and engage key stakeholders and communication partners at the provincial, national, and international levels—including government departments, private sector partners, development

agencies, academia, civil society, and media organizations—to build collaborative relationships, thought leadership, and shared ownership of the clean air agenda.

iv) Develop and maintain an updated media and stakeholder contact database and outreach list to support timely information sharing and engagement. Scope and identify relevant engagement and thought leadership opportunities for PCAP leadership at relevant forums (online and offline) and explore partnership opportunities with leading media networks.

v) Proactively manage media relations, including drafting and disseminating press releases, one-pagers, fact sheets, blogs, media advisories, and feature stories; organizing press briefings, media appearances, podcasts, interviews, and media events to highlight PCAP milestones, policy actions, and success stories. Ensure consistent, fact-based communication in coordination with relevant stakeholders.

vi) Provide timely, accurate, and professional responses to public and media inquiries, ensuring transparency and maintaining the credibility of PCAP and its implementing agencies.

vii) Establish, launch, and maintain official PCAP digital communication platforms, including the program website and verified social media accounts (e.g., X/Twitter, Facebook, Instagram, LinkedIn, TikTok, YouTube). Develop and manage engaging digital content, ensuring regular updates and active interaction with audiences through social listening and data analytics.

viii) **vii).** Foster long-term partnerships with media houses, influencers, and thought leaders to amplify PCAP's visibility, promote clean air reforms, and encourage citizen participation in behavioral change campaigns.

ix) **viii).** Promote climate journalism, fostering collaborations with leading voices and eminent journalists to highlight the complexity of the ongoing climate crisis and reporting impactful stories stemming from PCAP.

C. Advocacy, Public Awareness and Citizen Engagement

The Communications and Digital Marketing Firm will design and implement a comprehensive advocacy and behavior change communication plan to enhance public understanding, stakeholder alignment, and citizen participation in achieving the clean air objectives of the Punjab Clean Air Program (PCAP). The approach should move beyond awareness to measurable shifts in knowledge, attitudes, and practices—particularly among sectors contributing to or impacted by air pollution.

i. Audience Engagement and Digital Strategy

- Identify and leverage appropriate digital platforms and priority audiences through detailed segmentation (e.g., farmers, commuters, youth, policymakers, industrial operators, and media) and develop targeted engagement plans for each.
- Employ a digital-first and data-driven strategy, using social listening tools, sentiment analysis, and AI-enabled analytics to track discourse, the firm will make sure that correct information are widely disseminated,
- Design tailored strategies for each relevant social-media platform (Facebook, Instagram, X/Twitter, LinkedIn, YouTube, TikTok, WhatsApp Channels, and emerging platforms).
- Implement real-time monitoring dashboards and audience analytics to measure and optimize campaign performance using A/B testing, click-through rates, and behavioral indicators.

ii. Social and Behavior Change Communication (SBCC)

- Apply behavioral insights and Human-Centered Design to co-create messages that motivate adoption of clean practices (e.g., anti-smog farming behaviors, sustainable commuting choices).
- Develop evidence-based nudges and recognition programs (e.g., “Clean Air Champions”) to encourage compliance and collective responsibility.
- Translate complex scientific or policy content into simple, actionable, and emotionally resonant messages for the general public.

iii. Multi-Channel Outreach and Advocacy

- Design and execute an integrated campaign using both traditional and digital media, including national radio (FM/AM), television, print media, newsletters, online publications, and outdoor media such as billboards, murals, and public service installations.
- Leverage immersive storytelling—including 360° videos, interactive infographics, short reels, and AR/VR visualizations—to communicate the health and economic benefits of clean air.
- Develop and manage interactive digital platforms (e.g., microsite or data portal) that visualize real-time Air Quality Index (AQI) data, program milestones, and stories of change, optimized for online storytelling and engagement.
- Produce high-quality communication products such as policy briefs, infographics, brochures, video mini-documentaries, 360-degree impact videos, animations, and other IEC materials in Urdu and English, ensuring accessibility and inclusion.
- Produce and manage end-to-end execution of a dedicated PCAP podcast, with the objective of raising public awareness, sharing expert insights, and fostering dialogue on clean air, climate action, and sustainable practices in Punjab.

iv. Influencer, Media, and Community Partnerships

- Cultivate strategic partnerships with journalists, editors, environmental correspondents, and digital influencers to amplify verified information and human-interest stories around PCAP.
- Establish a network of community-level ambassadors and micro-influencers—teachers, students, farmers, health professionals, transport workers—as “Clean Air Champions” who localize messages and mobilize action.
- Maintain updated media contact lists, organize press briefings, op-eds, and policy roundtables to foster informed coverage and advocacy for PCAP reforms.

v. Capacity Building and Institutional Support

- Provide communication and media-training workshops for implementing partners (EPA, Transport, Agriculture, Urban Development, etc.) to enhance their digital outreach and public-engagement capacity.
- Develop toolkits, templates, and digital-branding guidelines for standardized messaging across all government and partner entities.
- Establish internal and external communication channels—such as intranet bulletins, WhatsApp groups, and e-newsletters—to strengthen coordination and information flow across departments.

vi. Campaign Optimization and Learning

- Devise a comprehensive media strategy covering ad-buying, content optimization, and reporting on performance metrics across Google Display Network, Meta platforms, and local publishing networks.
- Continuously assess campaign results, share learning briefs, and refine tactics to maximize behavioral impact and communication ROI.
- Maintain a repository of communication materials, analytics, and impact stories for institutional memory and knowledge sharing.

vii. Risk, Crisis, and Reputation Management

- Develop a **Crisis Communications Framework** to guide PCAP messaging during smog episodes, misinformation spikes, or policy disputes.
- Prepare rapid-response protocols, key-message banks, holding statements, and spokesperson guidelines to ensure timely and accurate public communication.

viii. Photography and Videography

The firm will be responsible for conducting **high-definition photography and videography** to effectively document and visually communicate the Punjab Clean Air Program's (PCAP) interventions, events, and impact stories. The firm will be required for capturing high-resolution photographs and professional video footage that comprehensively document the Punjab Clean Air Program's (PCAP) initiatives and impact across the province. This will include on-site coverage of program activities, field visits, clean air interventions, awareness campaigns, and key stakeholder engagements. The visuals should reflect the scale, diversity, and significance of PCAP's efforts to improve air quality and promote sustainable practices in Punjab. The firm will also develop short documentary-style videos, highlight reels, and social media clips that effectively communicate PCAP's objectives, milestones, and achievements to a broad audience. These productions should be engaging, informative, and aligned with PCAP's communication strategy, showcasing both technical interventions and human stories behind the program. All captured materials will be professionally edited and delivered in both raw and final, ready-to-publish formats, suitable for use across digital platforms, print publications, and broadcast media.

ix. Visibility and Brand Stewardship

- Build and maintain a strong PCAP brand identity reflecting transparency, innovation, and public service.
- Standardize digital content and design templates across all channels to ensure consistency and recognition.
- Highlight success stories and measurable outcomes through storytelling, testimonials, and public recognition campaigns.

D. Perform any other tasks as assigned by PCAP Senior Leadership

i). The Communication Firm shall perform any other communication-related tasks assigned by the **PCAP Senior Leadership** in support of the program's overall objectives.

ii). The **implementation of the communication and behavior change strategy** will be coordinated closely with the **PCAP Communication Specialist**, who will serve as the focal point for all strategic and operational communication activities.

iii). The Firm will work in close collaboration with **implementing agencies, partner departments, and relevant stakeholders** to ensure coherence and alignment of messaging across all sectors under PCAP.

iv). The Firm will report directly to the **Program Director, PCAP**, through the project **Communications Specialist**, and provide regular progress updates, deliverable reports, and analytics dashboards as required.

v). All activities and deliverables must adhere to PCAP's visibility, branding, and communications guidelines, and align with the Government of Punjab (GobP) and **World Bank's communication and disclosure standards**.

7. Team Composition

The assignment requires a dedicated multidisciplinary team with strong expertise in strategic communication, behavior change, digital marketing, creative production, and public engagement. The Firm's proposed team should collectively demonstrate extensive experience in designing and executing large-scale, multi-sectoral communication programs — preferably in environmental management, public health, or climate resilience contexts. **The firm is required to provide per-day rates for the above-mentioned team members, who will be engaged on a need basis depending on the scope and schedule of assignments.**

At a minimum, the proposed and project dedicated team should include the following key professionals:

Sr. No.	Position	No. of Post	Eligibility Criteria
1	Team Lead: Strategic Communications Advisor	1	Postgraduate degree in Mass Communication, Development Studies, Environmental Communication, or related field. Minimum **15 years of professional experience** leading communication, advocacy, or social and behavior change (SBCC) programs for national or international organizations. Proven expertise in developing and implementing multi-channel communication strategies, managing large teams, and coordinating with government and development partners. Demonstrated leadership in digital transformation of communication campaigns and strong understanding of environmental and climate-sector communication will be an advantage.
2	Behavior Change & Public Engagement Specialist	1	Postgraduate degree in Social/Behavioral Sciences, Communication for Development (C4D), or Psychology. Minimum **10 years of experience** in designing and evaluating SBCC campaigns. Strong familiarity with human-centered design, behavioral insights, and participatory approaches to promote environmental or public health outcomes.
3	Creative & Design Director (Visual Communication Lead)	1	Bachelor's degree in Visual Communication, Graphic Design, Multimedia Arts, or related field. Minimum **8 years of experience** in creative direction, design strategy, and brand identity management. Advanced command of design and animation tools (Adobe Creative Suite, Figma, Blender, Canva Pro, motion graphics software). Experience conceptualizing large-scale campaigns, creative storytelling, and 3D visualization or AR/VR integration is desirable. Experience. Lead creative vision, concept development, campaign aesthetics, and multi-media direction across print, digital, and experiential platforms,
4	Digital Media & Performance Marketing Specialist	1	Master's or Bachelor's degree in Digital Marketing, Media, or related field. Minimum **5–7 years of experience** in managing paid and organic digital campaigns across platforms (Meta, Google Ads, X, YouTube, LinkedIn, TikTok). Strong skills in audience analytics, SEO/SEM, social listening, A/B testing, and real-time campaign optimization. Experience using data

			analytics and dashboards to measure engagement and behavioral outcomes is essential.
5	Media & Public Affairs Manager	1	Master's degree in Journalism, Mass Communication, or Media Studies. Minimum **7 years of experience** managing media relations, press outreach, and public affairs in development or government projects. Strong record of producing media advisories, op-eds, and policy articles; experience organizing media briefings, talk shows, and public forums. Excellent written and verbal communication skills in English and Urdu required.
6	Content Development Specialist / Copywriter	1	Bachelor's or Master's degree in Communication, Journalism, English, or Development Studies. Minimum **5 years of experience** in drafting high-quality development communication materials (reports, scripts, newsletters, digital copy, and policy briefs). Ability to translate technical content into simple, impactful narratives. Familiarity with environmental communication and storytelling techniques preferred.
7	Multimedia Production & Storytelling Lead	1	Bachelor's or Master's degree in Film Production, Broadcasting, or Digital Media. Minimum 7 **years of experience** in managing end-to-end multimedia content production (video, photography, animation). Proficiency in production software such as Premiere Pro, After Effects, DaVinci Resolve, and motion graphics tools. Experience in producing short documentaries, human-interest stories, and social media reels for awareness and advocacy.
8	Cinematographer/ Videographer and Photographer	2	Bachelor's degree or equivalent diploma in Film, Television, or Digital Media. Minimum 7 **years of hands-on experience** capturing and editing professional-grade visuals for campaigns, documentaries, or social content. Must demonstrate creative composition, lighting, and editing skills using professional equipment.
9	**Public Relations & Influencer Engagement Lead**	1	Master's degree in Communications, Marketing, or Public Relations. Minimum **10 years of experience** in media engagement, influencer partnerships, and digital advocacy within development, corporate, or public-sector programs. Proven ability to design and manage influencer campaigns, cultivate media alliances, and coordinate cross-platform storytelling with journalists, creators, and civil society advocates. Experience using digital PR tools (e.g., Meltwater, Brandwatch, BuzzSumo) and managing social reputation or misinformation crises is preferred. Strong stakeholder management and networking skills in Punjab and Pakistan are essential. |
10	Data & Analytics Officer	1	Bachelor's degree in Data Analytics, Marketing, or Communication. At least **3–5 years of experience** using analytics tools (Google Analytics, Meta Insights, TalkWalker, Hootsuite, Power BI, Meltwater, Brandwatch, etc.) for campaign performance tracking, visualization, and reporting. Ability to translate insights into actionable communication improvements.

11	Event Coordinator	1	5+ years in event management and coordination with leadership in planning and end-to-end execution of events, partnerships, and advocacy activities

8. Coordination, Monitoring and Evaluation:

a. The Communications and Digital Marketing Firm will operate under the overall supervision of the **Communication Specialist, PCAP**, and the **Coordination and Monitoring Unit (CMU-PCAP)**. The Firm will collaborate closely with relevant departments, implementing partners, and stakeholders to ensure alignment with the overarching communication strategy and PCAP objectives.
b. All communication materials and campaign outputs — including print, digital, audiovisual, and event-based content — will be subject to review and approval by the CMU-PCAP Team prior to dissemination.
c. The Firm will submit **bi-weekly and monthly progress reports** summarizing key activities, deliverables, audience reach, engagement analytics, and media coverage. Reports should include both **quantitative metrics** (e.g., reach, impressions, engagement rates, media placements) and **qualitative insights** (e.g., audience sentiment, message recall, and stakeholder feedback).
d. An integrated **Monitoring, Evaluation, and Learning (MEL)** framework will guide performance tracking to ensure continuous improvement. The impact of communication interventions on **public awareness, behavioral outcomes, and stakeholder perception** will be periodically assessed. Based on findings, the Firm will adapt communication materials, channels, and strategies in consultation with the PCAP team to maximize effectiveness and audience engagement.
e. The Firm shall assess and report on the cost-effectiveness and return on investment (ROI) of communication channels and campaigns. Preference shall be given to approaches demonstrating higher engagement, behavioral impact, and scalability relative to cost, particularly digital and influencer led interventions.

9. Duration:

The Coordination & Monitoring Unit (CMU) of the Punjab Clean Air Program (PCAP), Planning & Development Board, Government of Punjab, intends to engage a Communications and Digital Marketing Firm for an initial period of **one year**, extendable based on satisfactory performance and evolving program needs, under a Framework Agreement. The Firm will be responsible for designing, implementing, and continuously monitoring and refining an integrated communication strategy to promote and disseminate PCAP's interventions and reforms through a mix of mainstream, digital, and community-level engagement channels. The assignment will also entail strategic media planning, real-time monitoring and analytics, stakeholder engagement, and audience research to ensure maximum visibility, reach, and impact.

10. Key Deliverables:

The Communications and Digital Marketing Firm will deliver a suite of strategic, creative, and technical outputs that support PCAP's communication objectives and reinforce the program's reform narrative. Key deliverables include, but are not limited to, the following:

1. Strategic Planning & Frameworks

- **Inception Report** outlining the review and modernization of the existing communication strategy, accompanied by a **Communications Strategy and SBCC Action Plan** with timelines, milestones, KPIs, audience segmentation, and indicative budgets for media and outreach activities.
- Development of a comprehensive **Communications and Engagement Framework**, including branding architecture, key messaging, stakeholder mapping, and performance metrics.
- Integration of data-driven insights, behavior change communication (BCC) techniques, and digital media analytics into planning and implementation.

2. Content Development & Creative Production

- Conceptualization and production of high-quality multimedia content such as interactive digital storybooks, impact-based microsites, short documentaries, explainer videos, podcasts, and v-logs that effectively communicate PCAP's goals and impact stories.
- Design and production of print and mobile-friendly optimized digital materials including brochures, leaflets, digital storybooks, carousal posts, explainer videos, infographics, policy briefs, white papers, and event collateral consistent with PCAP's brand guidelines.
- Development of visual identity systems and creative toolkits (templates, social media kits, presentation decks, and campaign assets) ensuring coherence across all channels.

3. Digital & Social Media Management

- Design, management, and optimization of official digital platforms (website, social media channels, newsletter, and other relevant digital portals and apps).
- Implementation of social media engagement campaigns leveraging influencer partnerships, user-generated content, and interactive formats (reels, stories, polls, webinars).
- Regular submission of performance dashboards detailing traffic analytics, engagement metrics, audience growth, and digital sentiment analysis.

4. Media Outreach & Public Engagement

- Development and execution of media relations plans, including coordination with national and regional media houses, DGPR, and development sector and corporate partners.
- Media buying, placement, and partnerships for television, radio, digital, and print, including talk shows, short-form reels, live streams, podcasts, advertorials, and sponsored content.
- Media monitoring and analysis reports capturing coverage volume, reach, tone, and impact — including print, broadcast, and digital mentions.

5. Campaigns, Events & Partnerships

- Creative direction, design and execution of multi-channel advocacy and image-building campaigns promoting PCAP's reforms and initiatives across target audiences (citizens, media, government, academia, private sector, and civil society).
- Planning and facilitation of multi-lateral thought-leadership events, including conferences, workshops, roadshows, press briefings, webinars, and exhibitions.
- Collaboration with local and international partners, including academic institutions, industry groups, corporates, and influencers, to expand outreach and visibility.

6. Reporting, Learning & Adaptation

- Fortnightly, monthly and quarterly progress and performance reports, detailing activities, outcomes, and recommendations for continuous improvement.
- Documentation and dissemination of lessons learned, case studies, and success stories to contribute to PCAP's knowledge base and donor communication.

- Maintaining and updating and designing of the PCAP website and digital platforms, ensuring content is timely, accessible, and aligned with global communication standards.
- Regular press coverage reports, insights, and sentiment analysis.

7. Miscellaneous

- Translation and localization of relevant, tailored content (Urdu and English).
- Provision of archived digital copies of all produced materials (print, audio-visual, and digital).
- Execution of any other communication-related task assigned by the Program Director, PCAP, or CMU-PCAP Team as required.
- The Firm is encouraged to apply AI-powered tools for social media listening, trend analysis, and performance tracking, and to leverage emerging communication formats such as AR/VR storytelling, interactive dashboards, and immersive digital content where feasible and cost-effective.
- All materials developed under this assignment — including but not limited to photographs, video footage, reports, success stories, case studies, creative content, graphics, scripts, and any other communication or knowledge products — shall be the exclusive property of the Punjab Clean Air Program (PCAP).The firm shall not claim ownership or use, reproduce, share, or distribute any of these materials, whether in full or in part, for any purpose outside the scope of this contract without prior written authorization from PCAP.

11. Selection Method:

The Communications Firm will be selected through the National Competitive Bidding (NCB) under a Framework Agreement, in accordance with the World Bank Procurement Regulations for the procurement of Non-Consulting Services.

13. Tentative Communications Activity Matrix:

The Communications and Digital Marketing Firm will be engaged to design and implement a multi-channel communication and visibility communication strategy for PCAP. The following matrix provides indicative and tentative categories of deliverables to guide the financial proposal and framework contracting. Final scope and quantities will be defined through Task Orders issued by the Coordination & Monitoring Unit (CMU) – PCAP, based on communications strategy and plan.

PART 3 – Procuring Agency Forms

Procuring Agency Forms

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Notification of Intention to Conclude a Framework Agreement(s)

[*This Notification of Intention to Conclude a Framework Agreement(s) shall be sent to each Bidder that submitted a Bid. Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form*]

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

Procuring Agency: *[insert the name of the Procuring Agency]*

Project: *[insert name of project]*

Framework Agreement title: *[insert the name of the FA]*

Country: *[insert country where RFB is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

RFB No: *[insert RFB reference number from Procurement Plan]*

Date of transmission: This Notification is sent by: [*email/fax*] on [*date*] (local time)

Notification of Intention to Conclude a Framework Agreement(s)

This Notification of Intention to conclude Framework Agreement(s) (Notification) notifies you of our decision to conclude the above Framework Agreement(s). The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

1. request a debriefing in relation to the evaluation of your Bid, and/or
2. submit a Procurement-related Complaint in relation to the decision to conclude the Framework Agreement.

The successful Bidder(s) are the following:

Item No.	Description	Estimated Quantity over FA period or Range of Call-off Quantities	Name of Bidder	Bid price as read-out	Evaluated Bid Cost (if applicable)

All Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted Bids. If the Bid price/s or pricing mechanism/s was evaluated include the evaluated as well as the read out price.]*

Item No.	Description	Estimated Quantity over FA period or Range of Call-off Quantities	Name of Bidder	Bid price as read-out	Evaluated Bid Cost (if applicable)

Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why <u>this</u> Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

How to request a debriefing

Deadline: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Conclude a Framework Agreement.

Provide the framework agreement name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: [*insert full name of person, if applicable*]

Title/position: [*insert title/position*]

Agency: [*insert name of Procuring Agency*]

Email address: [*insert email address*]

Fax number: [*insert fax number*] ***delete if not used***

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Conclusion of Framework Agreement Notice.

How to make a complaint

Deadline: Procurement-related Complaint challenging the decision to conclude a Framework Agreement shall be submitted by midnight, [*insert date*] (local time).

Provide the Framework Agreement name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: [*insert full name of person, if applicable*]

Title/position: [*insert title/position*]

Agency: [*insert name of Procuring Agency*]

Email address: [*insert email address*]

Fax number: [*insert fax number*] *delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to exclude you from conclusion of a Framework Agreement. You do not need to have requested, or received, a debriefing before making this complaint. Your

complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the Procurement Regulations for IPF Borrowers (Procurement Regulations)[https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "How to make a Procurement-related Complaint" [http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework] provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this procurement process, and is the recipient of a Notification of Intention to Conclude a Framework Agreement.
2. The complaint can only challenge the decision to conclude the Framework Agreement.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all the information required by the Procurement Regulations (as described in Annex III).

Standstill Period

Deadline: The Standstill Period is due to end at midnight on [*insert date*] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Conclude a Framework Agreement.

The Standstill Period may be extended as stated in the section above titled 'How to request a debriefing'.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Procuring Agency:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Notification to Conclude a Framework Agreement

[Use letterhead paper of the Procuring Agency]

[Date]

To: *[name and address of successful Bidder]*

Notification to Conclude a Framework Agreement
Framework Agreement No. [*insert FA reference number*]

This is to notify you that your Bid dated *[insert date]* to conclude a Framework Agreement in relation to the supply of *[insert short title for Goods] is hereby accepted by our Agency.*

Please sign, date and return the Framework Agreement within [*insert the applicable period for signing of the FA in accordance of the ITB]* days of receipt of the same.

Authorized Signature: _____

Name: _____

Title/position: _____

Name of Agency: _____

Telephone: _____

Email: _____

Attachment: Framework Agreement

PART 4 – Framework Agreement

Framework Agreement

[*This form is to be completed by the Procuring Agency in accordance with the instructions provided in italicized text. The italicized text should be deleted from the final document.*

***Note**: the terminology in relation to the parties to the Framework Agreement changes from the terminology used in relation to the parties involved in the RFB Primary Procurement process. In the Primary Procurement process the Procuring Agency is responsible for establishing the FA(s). However, the parties to the FA will be the "Purchaser(s)" (being Borrower's agencies that are entitled to purchase under the FA) and, where appropriate, a "Lead Purchaser" or a "Responsible Agency" acting on behalf of a Purchaser(s) and responsible for managing and administering the FA. In the FA, the successful Bidder(s) is called the "Supplier". This covers the Supplier's capacity as both a holder of a FA and as a Supplier under a Call off Contract.*]

This Framework Agreement [*insert reference number of the Framework Agreement]* is made for the supply of *[insert brief description of Goods and services]*

*on the [insert: **number**]* day of *[insert: **month**], [insert: **year**]*

between

[Select one of the three OPTIONS below]

[OPTION 1: for Single User Framework Agreement]

the Purchaser(s) [*insert complete name of the Purchaser/s, the type of legal entity, (for example, "an agency of the Ministry of the Government of {insert name of Country of Purchaser/s}", or "a corporation incorporated under the laws of {insert name of Country of Purchaser/s}"*] *(*the Purchaser(s)) and

[OPTION 2: for a Multi-User Framework Agreement with a Lead Purchaser that is responsible for managing and administering the Framework Agreement, and that is also a Purchaser,]

between

the Lead Purchaser [*insert complete name of the Lead Purchaser, the type of legal entity, (for example, "an agency of the Ministry of the Government of {insert name of the Lead Purchaser's Country}", or "a corporation incorporated under the laws of {insert name of Country of Lead Purchaser}"*] and having its principal place of business at *[insert Lead Purchaser's address]* as a Purchaser in its own right under the framework agreement and as the agency responsible for the management and administration of the

Framework Agreement for use by the other participating Purchasers listed in Schedule [insert number] to this Framework Agreement (Purchaser (s)) and

[OPTION 3: for a Multi-User Framework Agreement with an agency, that is not a Purchaser, but that is responsible for the management and administration of the Framework Agreement, for use by the Purchasers.]

between

the Responsible Agency [*insert complete name of the type of legal entity, (for example, "an agency of the Ministry of the Government of {insert name of Country} of the Responsible Agency", or "a corporation incorporated under the laws of {insert name of Country of the Responsible Agency}"*] and having its principal place of business at *[insert Responsible Agency's address]* as the agency responsible for the management and administration of the Framework Agreement for use by the participating Purchasers listed in Schedule [insert number] to this Framework Agreement (Purchaser (s)) and

the Supplier [*insert name of the Supplier*], a corporation incorporated under the laws of [*insert country of Supplier*] and having its principal place of business at [*insert Supplier's address*] (Supplier)**.**

This Framework Agreement is subject to the provisions described in the Sections and Schedules listed below, and any amendments.

This Framework Agreement concludes a standing offer by the Supplier to supply the specified Goods to the Purchaser(s) during the Term of the Framework Agreement, as and when the Purchaser(s) wishes to purchase them, through a Call-off Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

Section A: Framework Agreement General Provisions

Section B: Framework Agreement Specific Provisions

Schedule 1: Schedule of Requirements

Schedule 2: Price Schedules

Schedule 3: Secondary Procurement

Schedule 4: Call-off Contract: General Conditions of Contract (GCC)

Schedule 5: Forms for Call-off Contract

Schedule 6: List of participating Purchasers [*use for Multi-User FAs, otherwise delete*]

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of [*insert the name of the Framework Agreement governing law country*] on the day, month and year indicated above.

[Select one of the three options below]

[OPTION 1: for Single User Framework Agreement]

"For and on behalf of the Purchaser:"

[OPTION 2: for a Multi-User Framework Agreement with a Lead Purchaser that is responsible for managing and administering the Framework Agreement, and that is also a Purchaser]

"For and on behalf of the Lead Purchaser:"

[OPTION 3: - for a Multi-User Framework Agreement with an agency, that is not a Purchaser, but that is responsible for the management and administration of the Framework Agreement, for use by the participating Purchasers.]

"For and on behalf of the Responsible Agency"

Signed: [*insert signature*]

Full name: [*name of person signing*]

Agency: [*insert the name of agency*]

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 Supplier:

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

Full name: [*name of person signing*]

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

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

Section A: Framework Agreement General Provisions (FAGP)

[the following text must not be modified by the Purchaser.]

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Section A
Framework Agreement General Provisions (FAGP)

1 Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them

(a) **"Bank"** means the World Bank, meaning the International Bank for Reconstruction and Development (IBRD) and/or the International Development Association (IDA), whether acting on its own account or in its capacity as administrator of trust funds provided by other donors.

(b) "**Base Price"** is the Framework Agreement (FA) unit price prior to any price adjustment in accordance with **FA Specific Provision FAGP 8.1**.

(c) "**Business Day"** is any day that is an official working day of the Purchaser. It excludes the Purchaser's official public holidays.

(d) **"Call-off Contract"** is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services.

(e) "**Closed Framework Agreement"** is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement.

(f) **"Commencement** Date**"** is the date this Framework Agreement is signed by both parties, being the commencement of the Term.

(g) "**Contract Price**" is the price payable to the Supplier as specified in the Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(h) "**Day**" means calendar day.

(i) "**Goods**" means all goods, materials, items, commodities, raw material, machinery, equipment, and/or other materials, as specified in the **FA Specific Provisions,** that the Supplier is required to supply to the Purchaser under a

Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services.

(j) **"In Writing"** means communicated or recorded in written form. It includes, for example: mail, e-mail, fax or communication through an electronic procurement system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features).

(k) **"Incoterms"** means the international commercial terms for goods published by the International Chamber of Commerce (ICC).

(l) **"Lead Purchaser",** when named in the Framework Agreement, means a party to the Framework Agreement, as a Purchaser in its own right under the framework agreement and as the agency responsible for the management and administration of the Framework Agreement for use by the other participating Purchasers as specified in the **FA Specific Provisions.** All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Lead Purchaser. All communications, including notices, in relation to a Call-off Contract, are to be addressed to the Purchaser named in the Call-off Contract.

(m) "**Multi-User Framework Agreement**" means a Framework Agreement where there is more than one Purchaser permitted to purchase through a Call-off Contract, as specified in the **FA Specific Provisions;**

(n) **"Purchaser"** is the Borrower's agency(ies) that is/are permitted to purchase Goods from a Supplier under a Call-off Contract awarded through a Framework Agreement. Where appropriate, for the purpose of interpretation of the Framework Agreement, the term Purchaser includes Lead Purchaser, or Responsible Agency.

(o) "**Purchaser's Country**" is the country specified in the **FA Specific Provisions**.

(p) **"Related Services"** means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, excluding inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination.

(q) **"Responsible Agency**", when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity as the agency responsible for managing and administering the Framework Agreement for use by the participating Purchasers. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Responsible Agency.

(r) **"Secondary Procurement"** is the method used to select a Supplier and award a Call-off Contract under this Framework Agreement.

(s) "**Single-User Framework Agreement**" means a Framework Agreement where there is only one Purchaser, as specified in the **FA Specific Provisions**.

(t) **"Supplier"** means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Purchaser, from time to time, and as and when required, the Goods, and, if applicable, Related Services, under a Call-off Contract.

(u) **"Term"** mean the duration of this Framework Agreement as described in the **FA Specific Provisions** starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the **FA Specific Provisions**.

2 Framework Agreement Documents

2.1 This Framework Agreement (FA) shall be read as a whole. Where a document is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.

2.2 This Framework Agreement comprises the documents specified in the **FA Specific Provisions**.

3 Supplier's obligations

3.1 The Supplier shall offer to supply (standing offer) to the Purchaser, the Goods, including any Related Services if applicable, described in the Framework Agreement Schedule 1: Schedule of Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.

3.2 During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Goods shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 3a. to 3c. below The Supplier shall notify the Purchaser immediately, in writing, if it ceases to be qualified

and/or ceases to be eligible, or the Goods cease to be eligible.

3.3 The Supplier undertakes to supply the Goods under a Call-off Contract. The Goods supplied shall be:

(a) of the quality, type and as otherwise specified in the Framework Agreement, Schedule 1: Schedule of Requirements,

(b) at the Contract Price specified in the Call-off Contract, and

(c) in such quantities, at such times and to such locations as specified in the Call-off Contract.

3.4 If specified in the **FA Specific Provisions**, at any point during Term of the Framework Agreement should technological advances be introduced by the Supplier for the Goods originally offered by the Supplier in its bid and still to be delivered, the Supplier shall offer to the Purchaser(s) of the Call-off Contracts the latest versions of the available Goods having equal or better performance or functionality at no additional cost to the Purchaser (s).

3.5 The Supplier agrees that the Call-off Contract General Conditions of Contract set out in the Framework Agreement, Schedule 4, and Call-off Contract Special Conditions of Contract set out in a Call-off Contract, shall apply to the supply of Goods.

4 Continued Qualification and Eligibility

4.1 The Supplier, shall continue to have the nationality of an eligible country as specified in the **FA Specific Provisions**. A Supplier or subcontractor, shall be deemed to have the nationality of a country if the Bidder 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.

4.2 All Goods and Related Services to be supplied under a Call-off Contract and financed by the Bank shall continue to have their origin in eligible Countries as specified in the **FA Specific Provisions.** For the purpose of this provision, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. ineligible Countries, if any, are listed in the **FA Specific Provisions**.

4.3 To continue to be eligible the Supplier shall not have been

sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the World Bank Group's Sanctions Framework as described in Section B, Framework Agreement General Provisions. Where the Supplier has been so sanctioned it will be ineligible for the duration of the period of time as the Bank shall have determined.

4.4 The Purchaser may require, during the Term of the Framework Agreement, evidence of the Supplier's continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the Supplier being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.

5 Term

5.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general law, shall continue until the end of the Term specified in the **FA Specific Provisions.**

5.2 Where permitted in the **FA Specific Provisions,** the Term may be extended, at the Purchaser's sole discretion, and where there has been satisfactory performance by the Supplier. To extend the Term, the Purchaser shall give the Supplier no less than three (3) months' notice, In Writing, prior to the date on which the Framework Agreement would otherwise have expired. The total Term of the Framework Agreement shall be no longer than a total of five (5) years.

6 Representative

6.1 The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, are specified in the **FA Specific Provisions**. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day to day operation of the Framework Agreement.

7 Role of Lead Purchaser or Responsible Agency

7.1 Where there is a Lead Purchaser or Responsible Agency that is a party to the Framework Agreement, their role is to manage and administer the Framework Agreement(s) for use by the participating Purchaser(s). All communications, including notices, in relation to the Framework Agreement are to be made to the Lead Purchaser or Responsible Agency. The Lead Purchaser or Responsible Agency is responsible for all matters pertaining to the

Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Purchaser named in the Call-off Contract.

7.2 Where no Lead Purchaser or Responsible Agency has been appointed, the named Purchaser is responsible for managing and administering the Framework Agreement and the provisions in **FAGP 6.1** above, in relation to communications and notices etc., apply to the Purchaser.

8 Contract Price

8.1 The Contract Price for each Call-off Contract, shall be determined as specified in the **FA Specific Provisions**.

9 Performance Security

9.1 The Purchaser may require a Performance Security from the Supplier in relation to the performance of a specific Call-off Contract. In this event, the Supplier shall comply with the relevant provisions relating to Performance Security contained in the Call-off Contract Special Conditions of Contract.

10 Language

10.1 This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Purchaser and Supplier, shall be written in the language specified in the **FA Specific Provisions.** Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.

10.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

11 Notices

11.1 Any notice given by one party to the other pursuant to this Framework Agreement shall be In Writing to the address specified in the **FA Specific Provisions**. A notice shall be effective when delivered, or on the notice's effective date, whichever is later.

12 Fraud and Corruption

12.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the World Bank Group's Sanctions Framework, as set forth in the Appendix to this Framework Agreement General Provisions (Fraud and Corruption).

12.2 The Purchaser requires the Supplier 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 Primary or Secondary Procurement process or execution of a Call-off 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.

13 Records, inspections and audit

13.1 The Supplier shall keep, and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Goods, and any Call-off Contract, in such form and details as will clearly identify relevant time changes and costs.

13.2 Pursuant to paragraph 2.2 e. of the Appendix to this Framework Agreement General Provisions (Fraud and Corruption), the Supplier shall permit, and shall cause its subcontractor(s) and subconsultants to permit, the Bank and/or persons appointed by the Bank, to inspect the site and/or the accounts and records relating to the Framework Agreement, and/or any Call-off Contract(s) awarded under the Framework Agreement, in relation to the procurement process, selection, contracting, execution or implementation, and to have such accounts and records audited by auditors appointed by the Bank, if requested by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to **FAGP 12.1**, 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).

14 Confidential Information

14.1 The Purchaser and the Supplier shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.

14.2 The obligation of a party under **FAGP 14. 1**. above, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institution(s) participating in the financing of a Call-off Contract

(b) now, or in future, enters the public domain through no fault of that party

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained,

directly or indirectly, from the other party

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

15 Governing Law

15.1 This Framework Agreement, and any Call-off Contract, shall be governed by, and interpreted in accordance with, the laws of the Purchaser's country, unless otherwise specified in the **FA Specific Provisions**, or the Special Conditions of Contract as set out in any Call-off Contract.

16 Change to the Framework Agreement

16.1 Any change to this Framework Agreement, including an extension of the Term, must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.

17 Termination of the Framework Agreement

17.1 The Purchaser, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this Framework Agreement immediately, by notice In Writing to the Supplier, if:

(a) in the judgement of the Purchaser, the Supplier has engaged in Fraud and Corruption, or

(b) during the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible as per **FAGP 4**. or

(c) the Supplier purports to assign, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, without the prior written consent of the Purchaser, or

(d) the Supplier becomes bankrupt or otherwise insolvent.

17.2 The Purchaser may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Purchaser's convenience, the extent to which the performance of the supplier under the Framework Agreement is terminated, and the date upon which such termination becomes effective.

18 Consequence of expiry or termination

18.1 Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract General or Specific Conditions of Contract. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated.

19 Dispute resolution in

19.1 In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make

relation to this Framework Agreement

every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.

19.2 Where parties have exhausted the process described in **FAGP 19.1**, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral, and split the costs of the adjudicator/mediator. In appointing the adjudicator/mediator parties should agree whether or not the adjudicator's/mediator's decision is to be final and binding.

20 Dispute resolution in relation to Call-off Contracts

20.1 The Purchaser and the Supplier for a Call-off Contract shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

20.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this provision shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **FA Specific Provisions.**

20.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

Appendix
to Section A: Framework Agreement General Provisions

Fraud and Corruption
(Text in this Appendix <u>shall not</u> be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this Appendix 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 suppliers; any subcontractors, sub-consultants, service providers or suppliers; 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, subcontractors, service providers, suppliers 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] subcontractor, consultant, manufacturer or supplier, 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 suppliers, and their subcontractors, sub-consultants, service providers, suppliers, 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.

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[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 subcontractor, 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.

[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.

Section B: Framework Agreement Specific Provisions

The following Framework Agreement Specific Provisions (FASP) shall supplement and/or amend the Framework Agreement General Provisions (FAGP). Whenever there is a conflict between the FAGP and FASP, the provisions of the FASP shall prevail.

[*This section is to be completed by the Purchasing agency as per the instructions provided in italicized text. The italicized text should be deleted from the final document*.]

Framework Agreement General Provision	Description
FAGP 1.1 (i) **Goods**	This Framework Agreement relates to the hiring of Communication Digital Marketing Firm under a separate Call-off Contract. The Goods, and Related Services, are more fully described in Schedule 1: Schedule of Requirements including, where applicable: list of Goods, list of Related Services, Technical Specifications, Drawings and Inspections and Tests.
FAGP 1.1 (l), (m) & (s) **Single/Multi-User**	This is a Single-User Framework Agreement." All participating Purchasers are listed at Schedule [*insert Schedule number*]"]
FAGP 1.1 (o) **Purchaser' Country**	The Purchaser's Country is: Pakistan
FAGP 2.2 **Framework Agreement Documents**	This Framework Agreement comprises the following documents.: a. Framework Agreement, including all Sections and Schedules, b. Notice of Conclusion of a Framework Agreement, and **c.** Letter of Bid (from Primary Procurement process)
FAGP 3.4 **Supplier's Obligations**	*[For rapidly changing technologies such as information systems (computers, software, communication technology etc.) specify that this requirement applies.]*
FAGP 4. **Eligibility**	At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being

	ineligible. [*[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*.]
FAGP 5.1 **Term**	The Term of this Framework Agreement is [*enter number of years*] years. [*NOTE: the initial Term permissible is 01 years*] from the Commencement Date extendable subject to satisfactory performance.
FAGP 5.2 **Term extension(s)**	[*As applicable, indicate "*The initial term may be extended by a maximum of two additional years.*"* *OR* "There are no permitted extensions to the Term."]
FAGP 6.1 **Representatives**	**<u>Purchaser's Representatives</u>** Selection one of the following OPTIONS *OPTION 1: for a Single-User Framework Agreement use the following text*] The name and contact details of the Purchaser's Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are: Name: Title/position: Address: Phone: Mobile: E-mail: *OR* *[OPTION 2: for a <u>Multi-User Framework Agreement</u> <u>with a Lead Purchaser</u> that is responsible for managing and administering the Framework Agreement and is also a Purchaser insert the name of the Lead Purchaser's Representative and list all other participating Purchasers' Representatives in a Schedule:*] The name and contact details of the Lead Purchaser under this Framework Agreement, and the address for notices in relation to

	this Framework Agreement, are: Name: Title/position: Address: Phone: Mobile: E-mail: The Representatives for all other participating Purchasers are listed in Schedule [*insert number*] to this Framework Agreement. OR *[OPTION 3: for a Multi-User Framework Agreement concluded by a central purchasing authority (that is not also a Purchaser) insert the following*] The name and contact details of the Responsible Agency under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are: Name: Title/position: Address: Phone: Mobile: E-mail: The Representatives for all participating Purchasers are listed in Schedule [*insert number*] to this Framework Agreement.
FAGP 6.1 Representatives	**Supplier's Representatives** The name and contact details of the Supplier's Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are: Name: Title/position: Address: Phone: Mobile:

	E-mail:
FAGP 8.1 **Contract Price**	The Contract Price that will apply to the purchase of Goods under a Call-off Contract shall be: *[modify as appropriate]* **For Direct Selection:** the Base Price stipulated in the Framework Agreement, Schedule 2, subject to provisions below. or **For Mini-competition:** the successful competitive quotation subject to the provisions below. and any additional price for inland transportation and other services not included in the Base Price required in the Purchaser's Country to convey the Goods to their final destination specified in RFQ.
FAGP 8.1 **Contract Price**	**Adjustments to the Base Price** *[Select one of the two options]* *[OPTION 1: use for FAs where the determining indices related to the Base Price are not expected to vary by more than ±5% over the Term of the FA. In this case, use the following text:* "The Base Price offered by the Supplier, as stipulated in the FA, shall apply to all Call-off Contracts awarded during the Term of the FA. The Base Price shall not be subject to any price adjustment during a Secondary Procurement, and/or an award of a Call-off Contract."] *OR* *[OPTION 2: use for FAs where the determining indices related to the Base Price are expected to vary by more than ±5% over the Term of the FA In this case use the following text:* "The Base Price shall not be subject to adjustments for Call-off contracts awarded within [insert number of months depending on trend of volatility of the prices] months from the date of conclusion of FA. For any Call-off contracts awarded after this specified period, the Base Price shall be subject to an adjustment as follows: a. for Call-off Contracts awarded through the Secondary Procurement method based on competitive quotations (mini-competition), Suppliers shall be required to offer prices that do not exceed their adjusted Base Prices in accordance with 12.2

below.

b. for Call-off Contracts awarded through a Secondary Procurement method involving direct selection, (i.e. not awarded through a mini-competition), the price adjustment in 12.2 below shall be applied to that Supplier's Base Price to determine the Call-off Contract Price.

The price adjustment is intended to reflect changes in the cost of labor, material components, and/or other factors, over the relevant period of the FA. Where a price adjustment applies, it shall be calculated as follows:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0}\right] - P_0$$

$$a+b+c = 1$$

in which:

P_1 = Call-off Contract Price.

P_0 = Base Price, as described in the Framework Agreement, Schedule 2: Price Schedules.

a = fixed element representing profits and overheads included in the Contract Price.

b = estimated percentage of labor component in the Contract Price.

c = estimated percentage of material component in the Contract Price.

L_0, L_1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.

M_0, M_1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The Bidder shall indicate the source of the indices, and the source of exchange rate (if applicable) and the base date indices in its Bid.

The coefficients are as follows:

a = *[insert value of coefficient; generally, in the range of 5 to 15 percent]*

b = *[insert value of coefficient]*

c = *[insert value of coefficient]*

	Base date = *[insert specific date which was the date of thirty (30) days prior to the deadline for submission of the Bids in the Primary Procurement process]* Date of adjustment =*:* *i) For Direct Selection: the date 30 days prior to the* formation of the Call-off Contract *ii) For mini-competition: the date 30 days prior to the Request for Quotation.* If the currency in which the Contract Price (P0) is expressed, is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall be: Z_0 / Z_1, where: Z_0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P_0 on the Base date, and Z_1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P_0 on the Date of Adjustment.
FAGP 3.1 & 8.1 **Contract Price**	if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Project Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Period and/or the Base Price, then such Delivery Period and/or Base Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Framework Agreement. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with **FAGP 8.1**.
FAGP 10.1 **Language**	The language of this Framework Agreement, and any Call-off Contract is [*English*].
FAGP 20.2 **Dispute Resolution in relation to Call-off**	The rules of procedure for arbitration proceedings shall be as follows: a. [*describe the proceedings that are to apply e.g.*] [*For contracts entered into with foreign suppliers, International commercial arbitration may have practical advantages over other dispute settlement methods. The World Bank should not be named as*

Contract.	*arbitrator, nor should it be asked to name an arbitrator. Among the rules to govern the arbitration proceedings, the Purchaser may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce. If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:* "Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force." *If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:* "All disputes arising in connection with this Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules." *If the Purchaser chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted*: "Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce." *If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:* "Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause." *For Contracts with a national Supplier of the Purchaser's Country:* "In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country." The place of arbitration will be *[insert city and country]*

SCHEDULE 1: Schedule of Requirements

[*insert the description of the Goods, requirements and technical specifications e.g.:*]

Contents

1. List of Goods and Delivery Period
2. List of Related Services and Completion Period
3. Technical Specifications
4. Inspections and Tests

SCHEDULE 2: Price Schedules

[*insert the price/pricing methodology and price schedules as appropriate e.g.:*]

Contents

1. Price for Goods
2. Price for Related Services

Performance Security
(Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

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

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]*

Framework Agreement No.: *[insert Purchaser's reference for the Framework Agreement]*

Call-off Contract No.: *[insert Purchaser's reference for the specific Call-off Contract]*

We have been informed that _ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into a Call-0ff 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 Goods and Related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Call-off 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, 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.

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[1] The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Notification to Conclude a Framework Agreement, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

[2] Insert the date twenty-eight days after the expected completion date as described in GCC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser 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

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.

guarantee, the Purchaser 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."

Advance Payment Security
Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

Advance Payment Guarantee No.: *[Insert guarantee reference number]*

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

Framework Agreement No.: *[insert Purchaser's reference for the Framework Agreement]*

Call-off Contract No.: *[insert Purchaser's reference for the specific Call-off Contract]*

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

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

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] 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, stating either that the Applicant:

(a) has used the advance payment for purposes other than toward delivery of Goods; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

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[1] *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office 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.