PROCUREMENT OF NON - CONSULTING SERVICES

Request for Quotations
Hiring of Non-Consulting Services for Digital Media Campaign for Cop-30 (United Nations Climate Change Conference)

Reference number: PK-PCAP CMU-529590-NC-RFQ

Coordination & Monitoring Unit (CMU)
Punjab Clean Air Program (PCAP)

October, 2025

Procurement of:

Hiring of Non-Consulting Services for Digital Media Campaign for Cop-30 (United Nations Climate Change Conference)

Ref No:	**PK-PCAP CMU-529590-NC-RFQ**
Program:	**Punjab Clean Air Program (PCAP)**
Employer:	**CMU - PCAP**
Country:	**Pakistan**
Issued on:	**October 31, 2025**

Punjab Clean Air Program
REQUEST FOR QUOTATIONS (RFQ)

Hiring of Non-Consulting Services for Digital Media Campaign for Cop-30 (United Nations Climate Change Conference)

Posting Date: October 31, 2025
Deadline Date & Time for Submission of Quotations: 1500 HRS November 03, 2025

The Islamic Republic of Pakistan has received financing from the World Bank (Bank) toward the cost of the **Punjab Clean Air Program** and intends to apply part of the proceeds toward payments under the contract for **30 (United Nations Climate Change Conference)**

Procurement will be conducted through Requests for Quotations (RFQ) method as specified in The World Bank's Procurement Regulations for IPF Borrowers is open to all eligible bidders as defined in the Procurement Regulations.

CMU-PCAP now invites sealed quotations from eligible suppliers for the **hiring of Non-Consulting Services for Digital Media Campaign for Cop-30 (United Nations Climate Change Conference)**
as per details attached, schedule of requirements and delivery schedule specified in RFQ documents.

Quotation are being requested from suppliers registered with FBR for Income Tax and Sales Tax and having Active Tax Payer Status with at-least three (03) years of experience of the supply of similar items. Suppliers must provide copies of at least three (03) valid purchase orders/contract agreements against the supply of similar items in the last three (03) years to establish the required experience.

A complete set of RFQ documents containing BOQ, supplier's qualification, schedule of requirements, specifications, delivery schedule and detailed terms & conditions is being shared by email and can also be gathered personally from the CMU-PCAP, 11-A, Upper Mall Mian Meer Road, Lahore.

Quotations, duly signed stamped, and sealed must be delivered to the address given below on or before **1500 hours** on **November 03, 2025**. Electronic submission shall not be permitted. Late quotations will not be accepted.

Quotations will be publicly opened on the same date at 1530 hours, in the presence of the suppliers' representatives who choose to attend, in the office of CMU, Punjab Clean Air Program (PCAP), 11-A, Upper Mall, Mian Meer Road, Lahore.

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

Annex – I

PUNJAB CLEAN AIR PROGRAM
hiring of Non-Consulting Services for Digital Media Campaign for Cop-30
(United Nations Climate Change Conference)

TERM & CONDITIONS

1. Suppliers are required to submit quotations for **Complete Contract Package**, evaluation of quotation and contract award will be for complete package wise.
2. Supplier's Qualification Requirements:

Sr. No.	Criteria	Attached (Yes/No)
a	Firm must have at least three (03) years of experience of supply of similar services. Firm must provide copies of at least three (03) valid purchase orders/contract agreements against the supply of similar services in the last three (03) years to establish the required experience.	
b	Firm must be registered with FBR for Income Tax and Sales Tax/PRA. Copy of valid NTN & GST/PRA certificate and Active Tax Payer Status of both Income Tax and Sales Tax.	
c	Firm must have not been blacklisted by PPRA.	

3. The Prices indicated in the Price Schedule shall be lumpsum etc.
4. Firms are requested to give their best and final prices as no negotiations are accepted.
5. Price shall be quoted in Pak Rupees and inclusive of all applicable taxes and duties.
6. Quotations shall be valid for a period of 45 days after the submission date.
7. All government taxes shall be deducted at source.
8. All services must be provided at 11-A, Upper Mall, Mian Meer Road, Lahore within 30 days of issuance of Work Order.
9. Payment shall be made in the form of cross cheque on completion and verification of all services .
10. Firm engaged in corrupt or fraudulent practices (including collusion/pooling) will be declared ineligible, either indefinitely or for a stated period of time, to be awarded a contract financed by the World Bank.
11. The Program Director CMU, PCAP reserves the right to accept or reject all of the submitted quotations as per World Bank Procurement Regulations.

The Firms must comply the above stated terms & conditions otherwise their quotation shall not be considered

For any further information please contact:

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

Fax. 042-35750283

Annex – II

TERMS OF REFERENCE (TOR)

HIRING OF NON-CONSULTING SERVICES FOR DIGITAL MEDIA CAMPAIGN FOR COP-30 (UNITED NATIONS CLIMATE CHANGE CONFERENCE)

1. Introduction / Background

The 30th session of the United Nations Climate Change Conference of the Parties (COP-30), organized under the United Nations Framework Convention on Climate Change (UNFCCC), will be held from 10 to 21 November 2025 at the Hangar Convention Centre, Belém, Brazil. COP-30 serves as a global forum for governments, development partners, private sector stakeholders, and civil society to exchange knowledge and showcase actions aimed at addressing climate change and environmental sustainability.

The Government of the Punjab has undertaken a series of environmental reforms and initiatives, including the Punjab Clean Air Program (PCAP), to improve air quality, strengthen environmental governance, and promote sustainable development. In order to strategically communicate these initiatives to an international audience and enhance the visibility of Punjab's environmental leadership, the Government intends to implement a targeted digital media campaign aligned with COP-30 themes and timelines.

For this purpose, the Government of the Punjab seeks to engage a qualified firm to provide non-consulting communication services for the design, production, dissemination, and amplification of digital media content related to COP-30.

2. Objectives of the Assignment

The overall objective of this assignment is to design and implement a comprehensive digital media campaign that effectively communicates Punjab's environmental initiatives and reforms in the context of COP-30.

The specific objectives are to:

- Enhance international awareness of Punjab's climate and environmental initiatives;
- Position Punjab as a proactive and reform-oriented sub-national government in global climate discourse;
- Disseminate consistent, accurate, and high-quality messaging through digital and media platforms;
- Achieve measurable digital reach and engagement aligned with COP-30 timelines.

3. Scope of Services

The selected firm shall provide end-to-end non-consulting services for the digital media campaign, including planning, content production, media placement, paid promotion, and performance reporting.

3.1 Campaign Planning and Strategy

- Preparation of a Digital Media Campaign Plan aligned with COP-30 themes,

timelines, and target audiences.

- Identification of key messages, visual themes, content formats, and platform-specific strategies.
- Development of an implementation schedule covering pre-COP, during-COP, and immediate post-COP periods (as applicable).

3.2 Content Development and Production

- Production of original, high-quality digital content, including:
- Short-form videos (reels, vertical videos);
- Static creatives and carousels;
- Video messages highlighting Punjab's environmental initiatives and governance reforms.
- All content shall be optimized for digital platforms and comply with international communication standards.

3.3 Social Media Seeding and Outreach

- Seeding of campaign content through a minimum of 100 social media accounts, distributed as follows:
- TikTok: 30 accounts
- Facebook: 30 accounts
- Instagram: 30 accounts
- Remaining 10 accounts across relevant digital platforms
- Accounts used for seeding must be authentic, active, and relevant to the target audience.

3.4 **Media Engagement and Editorial Placement**

- Placement of Op-Eds, interviews, and feature articles in at least three (3) recognized media outlets.
- Coordination for editorial coverage and interviews aligned with COP-30 themes.
- Article placement in national and/or international digital or print media.

3.5 Digital Publishing and Platform Engagement

- Publishing and amplification of content through leading digital platforms.

3.6 Paid Digital Advertising

- Design and execution of a Meta Ads campaign related to COP-30 and Brazil/Amazonia themes.
- Campaign duration: 10 days.
- Optimization for reach, impressions, and engagement.
- Submission of ad performance analytics.

4. Deliverables and Outputs

The firm shall be responsible for delivering the following:

1. Inception Report / Digital Media Campaign Plan
2. Minimum 100 seeded social media posts across approved platforms
3. At least: Three (3) Op-Eds or feature articles
4. Production and dissemination of: Short-form videos, reels, and boosted posts
5. Execution of a 10-day Meta Ads campaign
6. Final Campaign Performance Report, including:

- Reach, impressions, and engagement metrics
- Media placement links and screenshots
- Paid advertising analytics

5. Implementation Schedule and Duration

The assignment is expected to be completed within 8–10 weeks, aligned with the COP-30 communication calendar. A detailed timeline shall be included in the Campaign Plan and approved by the Client.

6. Reporting and Coordination

- The firm shall nominate a Project Manager / Focal Person responsible for coordination with the Client.
- Regular progress updates (weekly or as agreed) shall be submitted.
- All key deliverables shall be subject to review and approval by the Client prior to publication or dissemination.

7. Standards, Compliance, and Ethical Considerations

- The assignment shall be carried out in accordance with the World Bank Procurement Regulations for IPF Borrowers (Non-Consulting Services).
- All content must be original, factually accurate, and free from third-party intellectual property violations.
- Messaging shall remain non-political and consistent with UNFCCC and COP communication norms.
- The firm shall ensure data privacy and compliance with applicable digital platform policies.

8. Client's Inputs and Responsibilities

The Client shall:

- Provide strategic guidance and approvals on key messages and content;
- Facilitate access to relevant information and official materials;
- Review and approve deliverables in a timely manner.

10. Payment Schedule

Payments shall be made against verified and approved deliverables, in accordance with the contract terms. Indicative milestones may include:

- Approval of Campaign Plan;
- Completion of content production and media placements;
- Submission and acceptance of the Final Campaign Performance Report.

11. Confidentiality and Ownership

All data, content, and materials produced under this assignment shall remain the property of the Client. The firm shall maintain confidentiality of all information obtained during the assignment.

Annex –III

FORM OF QUOTATION

(Date) _____

To:

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

We offer to execute the services for the contract of **hiring of Non-Consulting Services for Digital Media Campaign for Cop-30 (United Nations Climate Change Conference)** in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _____ (amount in words and numbers) (_____). We propose to complete the services described in the Contract within the following delivery time from the date of signing of the contract.

Sr. No.	Description	G. Total (Inclusive of all applicable taxes)
1	**Hiring of Non-Consulting Services for Digital Media Campaign for Cop-30 (United Nations Climate Change Conference)**	
	G. Total inclusive taxes	

This quotation and your written acceptance will constitute a binding contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the RFQ documents.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Supplier: _____
Address: _____
Phone Number: _____
Fax Number, if any: _____

Annex – IV

CONTRACT FORMS

Framework Contract Agreement

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

BETWEEN

(1) CMU-PCAP, Planning & Development Board Government *of the Punjab,* and having its principal place of business at 11-A, Upper Mall Mian Meer Road, Lahore, (hereinafter called "the Purchaser"), of the one part, and

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

WHEREAS the Purchaser invited quotations for certain services **hiring of Non-Consulting Services for Digital Media Campaign for Cop-30 (United Nations Climate Change Conference)** and ancillary services, *[insert brief description of Services]* and has accepted a quotation by the firm for the supply of those Services
The Purchaser and the firm agree as follows:

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

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

   (a) the Letter of Award of Contract

   (b) the Supplier's quotation

   (c) Conditions of Contract

   (d) the Purchaser's Requirements (scope of services)

   (e) the completed Schedules (including Price Schedules)

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

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

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

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

[To facilitate this emergency procurement, if acceptable to the Purchaser and the Supplier, electronic signature of the Contract Agreement such as using DocuSign is

recommended.]

For and on behalf of the Purchaser:

Signed: *[insert signature]*

in the capacity of **Program Director, CMU-Punjab Clean Air Program (PCAP)**

in the presence of ----------

For and on behalf of the Supplier:

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

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

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

Conditions of Contract

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

		the services to be supplied or execution of any part of the Related Services is subcontracted by the Supplier. (o) "Supplier" means the person, private or government entity, or a combination of the above, whose Quotation to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement. (p) "The Project Site," where applicable, means the place named in the CC.
2. **Purchaser, Purchaser's Country, Project Site/Final Destination**	2.1 2.2 2.3	The Purchaser is: **CMU-Punjab Clean Air Program** The Purchaser's Country is: Pakistan The Project Site Final Destination is: 11-A, Upper Mall Mian Meer Road, Lahore.
3. **Incoterms**	3.1	The edition of Incoterms that shall apply is: N/A
4. **Notices and Addresses for notices**	4.1	Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using the quickest available method such as electronic mail with proof of receipt. **<u>Address for notices to the Purchaser</u>:** **Program Director** **CMU-Punjab Clean Air Program** **Planning & Development Board** **11-A, Upper Mall Scheme,** **Mian Meer Road, Lahore** **Ph. No. 042-99332566-69** **Fax. 042-35750283** **<u>Address for notices to the Supplier</u>:** *[insert the name of officer authorized to receive notices]* *[title/position]* *[department/work unit]* *[address]* ***[Electronic mail address]***
5. **Governing Law**	5.1	The Contract shall be governed by and interpreted in accordance with the laws of "the Purchaser's Country",
6. **Settlement of Disputes**	6.1	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.

7. **Shipping and other documents to be provided**	7.1	The Delivery of the Services and Completion of the Related Services as applicable shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements.
8. **Contract Price**	8.1	The Contract Price is specified in Price Schedule.
	8.2	The unit prices charged by the Supplier for the Services performed under the Contract shall not vary from the prices quoted by the Supplier and accepted by the Purchaser.
9. **Terms of payment**	9.1	Payment will be made as per Contract agreement within maximum of **30 days** / as per agreed terms and conditions from the date of receipt and verification of deliverables / invoice.
	9.2	To receive payments, the supplier should be duly registered with tax authorities
10. **Taxes and Duties**	10.1	If, after the quotation submission/signing of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases in the services supplied by the supplier, then the contract price payable to the Supplier under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause 9.
	10.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
11. **Performance Security**	11.1	The Service Provider shall, within *15* of days of the notification of contract award, provide a performance security for the performance of the Contract.
	11.2	The amount of performance security, as a percentage of the Contract Price, shall be 05% (Five percent) in the shape of pay order, demand draft, call deposit or non-recourse, irrevocable and unconditional bank guarantee from scheduled bank of Pakistan on the prescribed format attached with the document in the name of "Program Director, CMU-PCAP".
	11.3	The proceeds of the Performance Security shall be payable to the Employer as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
	11.4	The Performance Security shall be discharged by the Employer and returned to the Service Provider not later than thirty (30) days following the date of Completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise.
12. **Scope of services**	12.1	The services if applicable supplied under this Contract shall conform to the scope of services and standards mentioned in the TORs and, when no applicable standard is mentioned, the

		standard shall be equivalent or superior to the official standards whose application.
13. **Delivery Date and Completion Date**	13.1	The Delivery Date of the services shall be: as per the Delivery Period mentioned in RFQ document.
14. **Fraud and Corruption**	14.1	The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment A to the Conditions of Contract.
	14.2	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 request for quotations or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
15. **Inspections and Audit by the Bank**	15.1	Pursuant to paragraph 2.2 e. of the attachment to the Conditions of Contract, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the request for quotations process and/or execution of Contract. The Supplier's and its subcontractors attention is drawn to CC 22.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
16. **Limitation of Liability**	16.1	Except in cases of criminal negligence or willful misconduct, (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.
17. **Force Majeure**	17.1	The Supplier shall not be liable for forfeiture of its Performance Security (if required), liquidated damages, or termination for default if and to the extent that its delay in performance or other

	failure to perform its obligations under the Contract is the result of an event of Force Majeure. 17.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes. 17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. 17.4 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party.
18. **Termination**	18.1 Termination for Default The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part: (i) if the Supplier fails to deliver any or all of the services within the period specified in the Contract, or within any extension thereof granted by the Purchaser; (ii) if the Supplier fails to perform any other obligation under the Contract; or (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, in competing for or in executing the Contract. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services if applicable similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Services if applicable. However, the Supplier shall continue performance of the Contract to the extent not terminated. 18.2 Termination for Convenience

	(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. (b) The services that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining services, the Purchaser may elect: (i) to have any portion completed and delivered at the Contract terms and prices; and/or (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Services if applicable and for materials and parts previously procured by the Supplier.

Attachment A to the Conditions of Contract

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); suppliers (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) Suppliers (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.

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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 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 Supplier in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the Supplier 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.