Request for Bids

Non-Consulting Services

(Single Stage-Two Envelope Bidding Process)

Procurement of

Hiring of Event & Training Management Firm

Non-Consulting under Time-Based Framework Contract

RFB No. PK-T&MD PIU-576351-NC-RFB

Program Implementation Unit (PIU)
Punjab Clean Air Program (PCAP)
Transport & Masstransit Department (T&MD)
Government of the Punjab

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Part I – Bidding Procedures

Section I - Instructions to Bidders

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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), specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues this bidding document for the delivery of Non-Consulting Services, as specified in Section VII, Employer's Requirements. The name, identification and number of lots (contracts) of this RFB procurement are specified in the BDS.

1.2 Throughout this bidding document:

(a) the term "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 Employer) with proof of receipt;

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

(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) "ES" means environmental and social, as applicable, (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));

(e) "Sexual Exploitation and Abuse" "(SEA)" means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

(f) "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Service Provider's Personnel with other Service Provider's or Employer's Personnel;

(g) "Service Provider's Personnel" is as defined in GCC Sub-Clause 1.1; and

(h) "Employer's Personnel" is as defined in GCC Sub-Clause 1.1.

A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV.

1.3 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS.

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 the contract 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, equipment or materials if such payment or import is prohibited by a 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 (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission and contract performance (in the case of award), 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 entity 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 the entire Contract in accordance with the Contract terms. 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 the Contract, 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 Employer regarding this Bidding process; or

(e) or any of its affiliates participated as a consultant in the preparation of the Employer's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting 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 Employer or Borrower for the Contract implementation; 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 contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the Contract.

4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. 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 sub-contractor 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 the Contract including related Services.

4.5 A Bidder that has 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 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 be awarded a Bank-financed contract or benefit from a Bank-financed 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 Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Employer.

4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.

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 This Bidding is open for all eligible Bidders, unless otherwise specified in ITB 18.4.

4.10 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.11 A firm that is under a sanction of debarment by the Borrower from being awarded a 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. **Qualification of the Bidder**

5.1 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that prequalification of Bidders has been undertaken as stated in ITB 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

6. **Sections of Bidding Document**

6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9.

PART 1: Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

PART 2: Employer's Requirements

- Section VII - Employer's Requirements

PART 3: Contract

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms

6.2 The Specific Procurement Notice - Request for Bids (RFB) or the notice to prequalified Bidders, as the case may be issued by the Employer is not part of this bidding document.

6.3 Unless obtained directly from the Employer, the Employer 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 9. In case of any contradiction, documents obtained directly from the Employer 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. **Site Visit**	7.1	The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the locations of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the locations of required Services and its surroundings shall be at the Bidder's own expense.
8. **Clarification of Bidding Document**	8.1	A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address specified **in the BDS**. The Employer 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 Employer 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 Employer 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 Employer shall amend the bidding document following the procedure under ITB 9 and ITB 23.2.
9. **Amendment of Bidding Document**	9.1	At any time prior to the deadline for submission of Bids, the Employer may amend the bidding document by issuing addenda.
	9.2	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 Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 8.1.
	9.3	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB 23.2 below.

B. Preparation of Bids

10. **Cost of Bidding**	10.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
11. **Language of Bid**	11.1	The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer 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.
12. **Documents Comprising the Bid**	12.1	The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part

and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked "ORIGINAL BID".

12.2 The Technical Part shall contain the following:

(a) **Letter of Bid** -Technical Part, prepared in accordance with ITB 13;

(b) **Bid Security or Bid-Securing Declaration** in accordance with ITB 20.1;

(c) **Alternative Bid** - Technical Part:: if permissible in accordance with ITB 14, the Technical Part of any Alternative Bid;

(d) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;

(e) **Qualifications:** documentary evidence in accordance with ITB 18 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;

(f) **Bidder's Eligibility**: documentary evidence in accordance with ITB 18 establishing the Bidder's eligibility to Bid;

(g) **Conformity**: documentary evidence in accordance with ITB 17, that the Services conform to the bidding document; and

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

12.3 The Financial Part shall contain the following:

(a) Letter of Bid – Financial Part: prepared in accordance with ITB 13 and ITB 15;

(b) **Schedule:** Priced Activity Schedule completed in accordance with ITB 13 and ITB 15;

(c) Alternative Bid - Financial Part: if permissible in accordance with ITB 14, the Financial Part of any Alternative Bid; and

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

12.4 The Technical Part shall not include any information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.

12.5 In addition to the requirements under ITB 12.2, Bids submitted by a JV shall include in the Technical Part 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.

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

Section II - Bid Data Sheet (BDS)

13. **Letters of Bid and Priced Activity Schedule**	13.1	The Letter of Bid - Technical Part, Letter of Bid- Financial Part and Priced Activity Schedule 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 21.3. All blank spaces shall be filled in with the information requested.
14. **Alternative Bids**	14.1	Unless otherwise indicated **in the BDS**, alternative Bids shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Bidder shall be considered by the Employer.
	14.2	When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
	14.3	14.3 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the BDS**, as will the method for their evaluating, and described in Section VII, Employer's Requirements.
15. **Bid Prices and Discounts**	15.1	The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid - Financial Part and in the Priced Activity Schedule(s) shall conform to the requirements specified below.
	15.2	All lots (contracts) and items must be listed and priced separately in the Priced Activity Schedule(s).
	15.3	The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications, based on the Priced Activity Schedule, submitted by the Bidder.
	15.4	The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 13.1.
	15.5	The Bidder shall fill in rates and prices for all items of the Services described in the Specifications, and listed in the Activity Schedule in Section VII, Employer's Requirements. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Priced Activity Schedule.
	15.6	All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.
	15.7	If provided for **in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the

Special Conditions of Contract and of the General Conditions of Contract.

15.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract.

16. **Currencies of Bid and Payment**

16.1 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 Employer's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Employer's Country, unless otherwise specified **in the BDS**.

16.2 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 Employer's Country.

16.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump-sum are reasonable and responsive to ITB 16.1 and 16.2.

17. **Documents Establishing Conformity of Services**

17.1 To establish the conformity of the Non-Consulting Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Employer's Requirements.

17.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Employer's Requirements.

18. **Documents Establishing the Eligibility and Qualifications of the Bidder**

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

18.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Employer's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18.3 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.

18.4 In the event that prequalification of Bidders has been undertaken as stated in **the BDS**, only Bids from prequalified Bidders shall be considered for award of Contract. These qualified Bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission.

18.5 Any change in the structure or formation of a Bidder after being prequalified and invited to Bid, if applicable, (including, in the case of

a JV, any change in the structure or formation of any member and also including any change in any specialized subcontractor whose qualifications were considered to prequalify the Applicant) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the notice for RFB sent to the prequalified Bidders.

18.6 If prequalification has not taken place before Bidding, the qualification criteria for the Bidders are specified in Section III, Evaluation and Qualification Criteria.

19. **Period of Validity of Bids**

19.1 Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Employer in accordance with ITB 9. A Bid that is not valid until the date specified **in the BDS,** or any extended date if amended by the Employer in accordance with ITB 9, shall be rejected by the Employer as nonresponsive.

19.2 In exceptional circumstances, prior to the date of expiration of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 19.3.

19.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity specified in accordance with ITB 19.1, the Contract price shall be determined as follows:

(a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS;**

(b) in the case of adjustable price contracts, no adjustment shall be made; or

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

20. **Bid Security**

20.1 The Bidder shall furnish as part of the Technical Part its Bid, either a Bid-Securing Declaration or a Bid security, as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.

20.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

20.3 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:

(a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);

(b) an irrevocable letter of credit;

(c) a cashier's or certified check; or

(d) another security specified **in the BDS**,

from a reputable source and an eligible country. If the unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable, unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 19.2.

20.4 If a Bid Security is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.

20.5 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 46.

20.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

20.7 The Bid Security may be forfeited:

(a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 45; or

(ii) furnish a performance security in accordance with ITB 46.

20.8 The Bid Security or Bid-Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 12.5.

20.9 If a Bid Security is not required in the BDS, pursuant to ITB 20.1, and

(a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or

(b) if the successful Bidder fails to:

(ii) sign the Contract in accordance with ITB 45; or

(iii) furnish a performance security in accordance with ITB 46;

the Borrower may**,** if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time as stated **in the BDS**.

21. **Format and Signing of Bid**

21.1 The Bidder shall prepare the Bid, in accordance with this Instruction, ITB 12 and ITB 22.

21.2 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.

21.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons 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.

21.4 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 representatives.

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

C. Submission of Bids

22. **Sealing and Marking of Bids**

22.1 The Bidder shall deliver the Bid in two separate, sealed envelopes (the Technical Part and the Financial Part). These two envelopes shall be enclosed in a separate sealed outer envelope marked "Original BID". In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked "COPIES: TECHNICAL PART". Copies of the Financial Part shall be placed in a separate sealed envelope marked "COPIES: FINANCIAL PART". The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked "BID COPIES". In the event of any discrepancy between the original and the copies, the original shall prevail.

If alternative Bids are permitted in accordance with ITB 14, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked "ALTERNATIVE BID – TECHNICAL PART" and the Financial Part shall be placed in a sealed envelope marked "ALTERNATIVE BID – FINANCIAL PART" and these two separate sealed envelopes then enclosed within a sealed outer envelope marked "ALTERNATIVE BID – ORIGINAL", the copies of the alternative Bid will be placed in separate sealed envelopes marked "ALTERNATIVE BID – COPIES OF TECHNICAL PART", and "ALTERNATIVE BID – COPIES OF FINANCIAL PART" and enclosed in a separate sealed outer envelope marked "ALTERNATIVE BID - COPIES".

22.2 The envelopes marked "ORIGINAL BID" and "BID COPIES" (and, if appropriate, a third envelope marked "ALTERNATIVE BID") shall be enclosed in a separate sealed outer envelope for submission to the Employer.

22.3 All inner and outer envelopes shall:

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

(b) be addressed to the Employer in accordance with ITB 23.1;

(c) bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and

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

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

23. **Deadline for Submission of Bids**

23.1 Bids must be received by the Employer 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**.

23.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 9, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. **Late Bids**

24.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

25. **Withdrawal, Substitution and Modification of Bids**

25.1 A Bidder may withdraw, substitute, or modify its Bid 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 21.3, (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 21 and ITB 22 (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 Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 23.

25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.

25.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.

D. Public Opening of Technical Parts of Bids

26. **Public Bid Opening of Technical Parts of Bids**

26.1 Except as in the cases specified in ITB 24 and ITB 25.2, the Employer 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 choose to attend. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified **in the BDS**.

26.2 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.

26.3 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.

26.4 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.

26.5 Next, all other envelopes marked "TECHNICAL PART" shall be opened one at a time. All envelopes marked "SECOND ENVELOPE: Financial PART" shall remain sealed and kept by the Employer in safe custody until they are opened at a later public opening, following the evaluation of the Technical Part parts of the Bids. On opening the envelopes marked "TECHNICAL PART" the Employer shall read out: the name of

the Bidder, the presence or the absence of a Bid Security, or Bid-Securing Declaration, if required, and whether there is a modification; and Alternative Bid - Technical Part; and any other details as the Employer may consider appropriate.

26.6 Only Technical Parts of Bids and Alternative Bid - Technical Parts that are read out at Bid opening shall be considered further for evaluation. The Letter of Bid- Technical Part and the separate sealed envelope marked "SECOND ENVELOPE: FINANCIAL PART" are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.

26.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 24.1).

26.8 The Employer shall prepare a record of the Technical Parts of 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 receipt of envelopes marked "SECOND ENVELOPE: FINANCIAL PART"; and

(c) if applicable, any alternative Bid- Technical Part;

(d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.

26.9 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 of Bids – General Provisions

27. **Confidentiality**

27.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of evaluation of the Technical Part in accordance with ITB 32. Information relating to the evaluation of Financial Part, the evaluation of combined Technical Part and Financial Part, and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the RFB process until the Notification of Intention to Award the Contract is transmitted to Bidders in accordance with ITB 41.

27.2 Any effort by a Bidder to influence the Employer in the evaluation or contract award decisions may result in the rejection of its Bid.

27.3 Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing.

28. **Clarification of Bids**

28.1 To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Employer may, at the Employer's discretion, ask any Bidder for clarification of its Bid including

breakdowns of the prices in the Priced Activity Schedule, and other information that the Employer may require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Employer shall not be considered. The Employer'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 Employer in the evaluation of the Bids, in accordance with ITB 34.

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

29. **Nonmaterial Nonconformities**

29.1 Provided that a Bid is substantially responsive, the Employer may waive any nonmaterial nonconformities in the Bid.

29.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities 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.

F. Evaluation of Technical Part of Bids

30. **Determination of Responsiveness, Eligibility and Qualifications**

30.1 The Employer's determination of the Technical Part's responsiveness shall be based on the contents of the Bid itself, as specified in ITB 12.

30.2 Preliminary examination of the Technical Part shall be carried out to identify proposals that are incomplete, invalid or substantially nonresponsive to the requirements of the Bidding documents. A substantially responsive Bid is one that materially confirms to 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 Non-Consulting Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the Contract; or

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

30.3 The Employer shall determine to its satisfaction whether the Bidders that have been assessed to have submitted substantially responsive Bids are eligible, and meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

30.4 The determination shall be based upon an examination of the documentary evidence of the Bidder's eligibility and qualifications submitted by the Bidder, pursuant to ITB 18. 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.

30.5 Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.

30.6 Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to the detailed technical evaluation specified in ITB 31.

31. **Detailed Evaluation of Technical Part**

31.1 The Employer's evaluation of Technical Part will be carried out as specified in Section III, Evaluation and Qualification Criteria

31.2 The scores to be given to technical factors and sub factors are specified **in the BDS**.

G. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts

32. **Notification of Evaluation of Technical Parts and Public Opening of Financial Parts**

32.1 Following the completion of the evaluation of the Technical Parts of the Bids, the Employer shall notify in writing those Bidders whose Bids were considered substantially non-responsive to the bidding document or failed to meet the eligibility and qualification requirements, advising them of the following information:

(a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;

(b) their envelopes marked "SECOND ENVELOPE: FINANCIAL PART" will be returned to them unopened after the completion of the selection process and the signing of the Contract; and

(c) notify them of the date, time and location of the public opening of the envelopes marked "SECOND ENVELOPE: FINANCIAL PART".

32.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements, advising them of the following information:

(a) their Bid has been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements;

(b) their envelope marked "SECOND ENVELOPE: FINANCIAL PART" will be opened at the public opening of the Financial Parts; and

(c) notify them of the date, time and location of the second public opening of the envelopes marked "SECOND ENVELOPE: FINANCIAL PART" as specified **in the BDS**.

32.3 The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in ITB 32.1 and 32.2. However, if the Employer receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITB 48.1. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend.

32.4 At this public opening, the Financial Parts will be opened by the Employer in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the eligibility and qualification requirements and whose bids were evaluated as substantially responsive will have their envelopes marked "SECOND ENVELOPE: FINANCIAL PART" opened at the second public opening. Each of these envelopes marked "SECOND ENVELOPE: FINANCIAL PART" shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Bidder, the technical score and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Employer may consider appropriate.

32.5 Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid – Financial Part and the Priced Activity Schedules are to be initialed by a representative of the Employer attending the Bid opening in the manner specified **in the BDS.**

32.6 The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked "SECOND ENVELOPE: FINANCIAL PART" at this public opening.

32.7 The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:

(a) the name of the Bidder whose Financial Part was opened;

(b) the Bid price, per lot (contract) if applicable, including any discounts; and

(c) if applicable, any Alternative Bid- Financial Part.

32.8 The Bidders whose envelopes marked "SECOND ENVELOPE: FINANCIAL PART" have been opened or their 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.

H. Evaluation of Financial Part of Bids

33. **Adjustments for Nonmaterial Nonconformities**

33.1 Provided that a Bid is substantially responsive, the Employer 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, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate

34. **Correction of Arithmetic Errors**

34.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetic errors on the following basis:

(a) if there is 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 Employer 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.

34.2 Bidders shall be requested to accept correction of arithmetic errors. Failure to accept the correction in accordance with ITB 34.1, shall result in the rejection of the Bid.

35. **Evaluation Process, Financial Parts**

35.1 To evaluate the Financial Part, the Employer shall consider the following:

(a) price adjustment for correction of arithmetic errors in accordance with ITB 34.1;

(b) price adjustment due to discounts offered in accordance with ITB 15.4;

(c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITB 36;

(d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 33.1;

(e) excluding provisional sums and the provision, if any, for contingencies in the Priced Activity Schedule but including Daywork, when requested in the Specifications; and

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

35.2 If price adjustment is allowed in accordance with ITB 15.7**,** the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

35.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Most Advantageous Bid using the methodology specified in in Section III, Evaluation and Qualification Criteria. **Discounts that are conditional on the award of more than one lot or slice shall not be considered for Bid evaluation**.

36. **Conversion to Single Currency and Margin of Preference**

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

36.2 Margin of domestic preference shall not apply.

37. **Abnormally Low Bids**

37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.

37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

37.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.

I. Evaluation of Combined Technical and Financial Parts, Most Advantageous Bid and Notification of Intention to Award

38. **Evaluation of combined Technical and Financial Parts**

38.1 The Employer's evaluation of responsive Bids will take into account technical factors, in addition to cost factors in accordance with Section III Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost is specified **in the BDS**. The Employer will rank the Bids based on the evaluated Bid score (B).

38.2 The Employer will determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be substantially responsive to the Bidding document and is the Bid with the highest combined technical and financial score.

39. **Employer's Right to Accept Any Bid, and to Reject Any or All Bids**

39.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

40. **Standstill Period**

40.1 The Contract shall not be awarded 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 Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply

41. **Notification of Intention to Award**

41.1 The Employer shall send to each Bidder (that has not already been notified that it has been unsuccessful), the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

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

(b) the Contract price of the successful Bid;

(c) the total combined score of the successful Bidder;

(d) the names of all Bidders who submitted Bids, and their Bid prices as readout and as evaluated and technical scores;

(e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;

(f) the expiry date of the Standstill Period; and

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

J. Award of Contract

42. **Award Criteria**

42.1 Subject to ITB 39, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid.

43. **Notification of Award**

43.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 40.1, or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Service Provider in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

43.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

(a) name and address of the Employer;

(b) name and reference number of the contract being awarded, and the selection method used;

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

(d) name of Bidders whose Bids were rejected and the reasons for their rejection;

(e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and

(f) successful Bidder's Beneficial Ownership Disclosure Form.

43.3 The Contract Award Notice shall be published on the Employer's website with free access if available, or in at least one newspaper of national circulation in the Employer's Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.

43.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

44. **Debriefing by the Employer**

44.1 On receipt of the Borrower's Notification of Intention to Award referred to in ITB 41, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer 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 Employer shall provide a debriefing within five (5) Business Days, unless the Employer 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 Employer 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 Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. 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. The Bidder shall bear their own costs of attending such a debriefing meeting.

45. **Signing of Contract**

45.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within eight (8) Business Days of receiving this request.

45.2 The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.

46. **Performance Security**	46.1	Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.
	46.2	Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.
47. **Adjudicator**	47.1	The Employer proposes the person named **in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee specified **in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this Bid, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.
48. **Procurement Related Complaint**	48.1	The procedures for making a Procurement-related Complaint are as specified in the BDS.

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Reference	A. General
ITB 1.1	The reference number of the Request for Bids (RFB) is: **PK-T&MD PIU-576351-NC-RFB** **The Employer is:** Program Implementation Unit – Punjab Clean Air Program (PIU-PCAP), Transport & Masstransit Department (T&MD), Government of the Punjab. **Contract title:** Hiring of Event & Training Management Firm – Non-Consulting under Time-Based Framework Contract **The name of the RFB is:** Hiring of Event & Training Management Firm – Non-Consulting under Time-Based Framework Contract
ITB 1.2(a)	Electronic –Procurement System: ***Not Applicable***
ITB 1.3	The Intended Completion Date is three (03) years from the date of signing of the Contract, or upon exhaustion of the Contract Ceiling, whichever occurs earlier (in no case beyond the closing date of the PCAP IPF Component).
ITB 2.1	The Borrower is: Islamic Republic of Pakistan (through Economic Affairs Division, Government of Pakistan). Implementing Agency: Transport & Masstransit Department (T&MD), Government of the Punjab, through the Program Implementation Unit – Punjab Clean Air Program (PIU-PCAP). Loan or Financing Agreement amount: IDA Credit No. IDA-77350 The name of the Project is: Punjab Clean Air Program (PCAP) – Investment Project Financing (IPF) Component.
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: *Two*
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 Bidding Document
ITB 8.1	For Clarification of Bid purposes only, the Employer's address is: **Attention:** Procurement Specialist, PIU-PCAP **Address:** House No. 65-A, Babar Block, Garden Town, Program Implementation Unit (PIU) Punjab Clean Air Program, Transport & Masstransit Department, Govt. of Punjab City: Lahore Country: Pakistan Telephone: Telephone No.042-99231547 Electronic mail address: pms.pcap@gmail.com Requests for clarification should be received by the Employer no later than: seven (07) days prior to bid submission date Web page: http://pcap.punjab.gov.pk
ITB 8.1	**Pre-Bid meeting:** No

C. Preparation of Bids	
ITB 11.1	The language of the Bid is: ***English*** All correspondence exchange shall be in ***English*** language. Language for translation of supporting documents and printed literature is ***English.***
ITB 12.1 (h)	The Bidder shall submit the following additional documents in its Bid: (a) Code of Conduct for Service Provider's Personnel: The Bidder shall submit its Code of Conduct that will apply to the Service Provider's Personnel (as defined in GCC Sub-Clause 1.1) employed for the execution of Services (defined in GCC Sub-Clause 1.1) at the locations in the Employer's country where the Services are required, to ensure compliance with the Service Provider's Environmental and/or Social, as applicable, obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. (b) Documentary evidence against each Mandatory (Pass/Fail) Criterion and each parameter of the Technical Score Card given in Section III, Evaluation and Qualification Criteria. (c) Technical methodology, district-wise mobilization and execution plan, sample designs/layouts (2D/3D), event-specific Health, Safety & Emergency (HSE) and contingency plan, and CVs of the Key Personnel listed in Section VII. (d) Signed statement of compliance with the full Scope of Services and the Item List given in Section VII, Employer's Requirements.
ITB 12.3 (d)	The Bidder shall submit the following additional documents in the Financial Part of its Bid: Priced Activity Schedule (Item List) as given in Section IV, with unit rates (inclusive of all taxes and duties) quoted against all items, duly signed and stamped.
ITB 14.1	Alternative Bids ***"shall not be"*** considered.
ITB 14.2	Alternative times for completion ***"shall not be"*** permitted.
ITB 14.3	Alternative technical solutions shall be permitted for the following parts of the Services: ***Not Applicable***
ITB 15.7	The prices quoted by the Bidder ***"shall not"*** be subject to adjustment during the performance of the Contract.
ITB 16.1	The Bidder **"is" r**equired to quote in ***Pak. Rupees*** only
ITB 18.4	Prequalification ***"has not"*** been undertaken.
ITB 19.1	The Bid shall be valid for ***120 days***
ITB 19.3 (a)	The Bid price shall be adjusted by the following factor(s): ***Not Applicable***
ITB 20.1	**A Bid Security** "shall be" required in the form of an unconditional bank guarantee (using the form included in Section IV, Bidding Forms) or a call deposit receipt (CDR) / pay order (PO) issued by a scheduled bank of Pakistan. The amount and currency of the Bid Security shall be ***PKR 4,000,000/- (Pak Rupees Four Million only),*** in favor of the Program Coordinator, PIU-PCAP, Transport & Masstransit Department, Government of the Punjab. The Bid Security must be submitted with the Technical Part of the Bid. A Bid found without Bid Security, or with a Bid Security deficient in the required amount or validity, will not be considered. The Bid Security shall remain valid for at least one hundred and forty-eight (148) days from the deadline for submission of Bids (i.e., 28 days beyond the Bid validity period).

	No personal cheques will be acceptable at any cost. Bid security submitted against any previous procurement will not be considered or carried forward. Bid-Securing Declaration and Insurance Guarantees shall not be acceptable.
ITB 20.3 (d)	Other types of acceptable securities: ***Not Applicable***
ITB 21.3	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: A Power of Attorney authorizing the signatory to sign the Bid on behalf of the Bidder from competent authority must be provided along with the bid. If the signatory of the Bid is duly authorized by the memorandum and article of association or the constitution of the Bidder, certified copy of the relevant section of the said constitution should be provided. In case, the Bidder is a sole proprietorship/partnership firm, necessary affidavit should be provided. Otherwise, the Bid may be rejected. If the Bidder is an intended or existing Joint Venture, such authorization be signed by all parties and specify the authority of the named representative to sign the Bid on behalf of, and legally bind, the intended or existing Joint Venture. If the Joint Venture has not yet been formed, also include written evidence from all proposed Joint Venture partners of their intent to enter into a Joint Venture in the event of a contract award in accordance with ITB 24.1.
ITB 22.1	In addition to the original of the Bid, the number of copies is**: Hard Copy One (01) & One (01) Soft Form in USB.** In the event of discrepancy between Hard & Soft copies, the signed hard copy shall prevail.
D. Submission and Opening of Bids	
ITB 23.1	For Bid submission purposes only, the Employer's address is: **Attention:** Program Coordinator, PIU-PCAP **Address:** House No. 65-A, Babar Block, Garden Town, Program Implementation Unit (PIU) Punjab Clean Air Program, Transport & Masstransit Department, Govt. of Punjab City: Lahore Country: Pakistan Telephone: Telephone No.042-99231547 Electronic mail address: pms.pcap@gmail.com Web page: http://pcap.punjab.gov.pk
ITB 23.1	**The deadline for Bid submission is:** **Date: [16-11-2026]** **Time: 11:00 a.m. (Pakistan Standard Time)**
E. Public Opening of Technical Parts of Bids	
ITB 26.1	The Bid opening shall take place at: PIU-PCAP, Transport & Masstransit Department Address: House No. 65-A, Babar Block, Garden Town, Program Implementation Unit (PIU) Punjab Clean Air Program, Transport & Masstransit Department, Govt. of Punjab City: Lahore Floor/ Room number: Committee Room City: Lahore Country: Pakistan Date: [16-11-2026] Time: 11:30 a.m. (Pakistan Standard Time)
ITB 26.1	The electronic Bid opening procedures shall be: ***Not Applicable***

ITB 26.6	The Letter of Bid – Technical Part and the sealed envelope marked "SECOND ENVELOPE: FINANCIAL PART" shall be initialed by **authorized representatives** of the Employer conducting Bid opening.
F. Evaluation of Technical Part of Bids	
ITB 31.2	The technical factors (parameters A to G), their sub-factors and the corresponding marks out of 100 are given in Section III – Evaluation and Qualification Criteria, para 2 (Technical Score Card). Only Bids meeting all the Mandatory (Pass/Fail) Criteria of Section III, para 1 shall be scored. Note: Minimum Technical Score required to pass is **70 marks out of 100 (70%)**. The Financial Parts of Bids scoring less than 70 marks shall be returned unopened.
G. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts	
ITB 32.5	The Letter of Bid – Financial Part and Priced Activity Schedule shall be initialed by **authorized representatives** of the Employer conducting Bid opening.
H. Evaluation of Financial Part of Bids	
ITB 36.1	***Not Applicable***
I. Evaluation of Combined Technical and Financial Parts and Most Advantageous Bid	
ITB 38.1	The weights to be assigned for the technical factors and cost are: 70% & 30%, respectively.
J. Award of Contract	
ITB 47	The Adjudicator proposed by the Employer is Secretary, Transport & Masstransit Department, Government of the Punjab.
ITB 48.1	The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is by email), to: For the attention: Program Coordinator Employer: PIU-PCAP, Transport & Masstransit Department, Government of the Punjab **Address:** House No. 65-A, Babar Block, Garden Town, Program Implementation Unit (PIU) Punjab Clean Air Program, Transport & Masstransit Department, Govt. of Punjab City: Lahore Country: Pakistan Telephone: Telephone No.042-99231547 Electronic mail address: pms.pcap@gmail.com Web page: http://pcap.punjab.gov.pk] In summary, a Procurement-related Complaint may challenge any of the following: (a) the terms of the Bidding Documents; and (b) the Employer's decision to award the contract.

Section III - Evaluation and Qualification Criteria

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1. Qualification

If the Employer has not undertaken prequalification of potential Bidders, all Bidders shall include the following information and documents with their Bids:

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

(b) total monetary value of Services performed for each of the last five (05) years;

(c) experience in Services of a similar nature and size for each of the last five (05) years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;

(d) list of major items of equipment proposed to carry out the Contract;

(e) qualifications and experience of key site management and technical personnel proposed for the Contract;

(f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;

(g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);

(h) authority to the Employer to seek references from the Bidder's bankers;

(i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;

(j) if required by the Employer, Environmental and Social (ES) past performance declaration (see below at the end of this section); and

(k) Bidders shall include with their bids the Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration, using the form in Section IV.

To qualify for award of the Contract, Bidders shall meet **all** of the following Mandatory (Pass/Fail) Criteria. A Bid failing any of these criteria shall be declared non-responsive/disqualified and shall not be considered for technical scoring:

Ref	Mandatory condition	Verification / evidence required	Pass / Fail
1	SECP incorporation	Valid certificate of incorporation issued by the Securities & Exchange Commission of Pakistan (SECP), current company particulars and verified identity (CNIC) of the authorized signatory.	

Ref	Mandatory condition	Verification / evidence required	Pass / Fail
2	ISO certification in relevant field	Valid, independently verifiable ISO certification with applicable event/service-management scope (e.g., ISO 9001 with scope encompassing event management); copy of certificate showing expiry date, accredited issuing body and scope.	
3	Statutory and tax compliance	National Tax Number (NTN); active taxpayer status with FBR; Punjab Revenue Authority (PRA)/sales-tax registration where legally applicable; e-procurement registration (where applicable); and signed undertaking/affidavit of non-blacklisting/non-debarment.	
4	Multi-district Punjab event-management experience	At least Fifteen (15) completed event-management assignments in various distinct districts of Punjab during the preceding three (03) years; work orders plus acceptance/completion evidence identifying district, client and dates.	
5	Ten government satisfactory-performance certificates	At least ten (10) independently verifiable satisfactory performance certificates issued by ten (10) DIFFERENT government departments/organizations for completed relevant event-management/training service assignments, showing signatory, dates and contact details.	
6	PKR 100 million account balance on 30 June 2026	Bank-issued balance confirmation certificate / attested bank statement from a scheduled bank showing a closing cleared balance of at least PKR 100,000,000 (Rupees One Hundred Million) in the Bidder's own bank account as of 30 June 2026.	
7	Methodology and live presentation	Complete signed technical methodology, district-wise mobilization and execution plan, sample designs/layouts, HSE and contingency planning; authorized team available to present the proposal on a schedule uniformly notified to all Bidders.	
8	Relevant track record and capacity	Successfully completed comparable events or training engagements; evidence of access to personnel and equipment; and signed compliance statement for the full scope of services given in Section VII.	
9	Bid formalities	Signed Bid, requisite Bid Security as per BDS ITB 20.1, all forms of Section IV, power of attorney, compliant submission as per ITB 22 and the BDS, and separation of the Technical Part and Financial Part in separately sealed envelopes.	
10	Integrity and declarations	Affidavit/undertaking confirming authenticity of certificates, no conflict of interest, no corrupt or fraudulent practices, and acceptance of audit/verification of documents by the Employer and the Bank.	

Note: The Employer reserves the right to verify any document from the issuing authority. A Bid containing false, forged or misleading information shall be rejected and the matter dealt with in accordance with Section VI – Fraud and Corruption. In case of a Joint Venture, Criteria 1, 2, 3, 9 and 10 shall be met by each member, while Criteria 4, 5 and 6 may be met by the members collectively.

A consistent history of litigation or arbitration awards against the Bidder may result in disqualification.

At the time of Contract award, successful Bidder shall not be subject to disqualification by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.

Subcontractors' experience and resources ***will not be taken*** into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated in the Qualification Requirements above.

2. Evaluation of Technical Proposal

The award will be made on the basis of "rated" criteria giving weights of 70% and 30% to technical and financial factors, respectively:

The total technical points assigned to each Bid in the Evaluated Bid Formula will be determined by adding and weighting the scores assigned by an evaluation committee to following technical features of the Bid and the scoring methodology below:

2.1 Technical proposal scoring methodology

During the evaluation process, the evaluation committee will assign marks to each parameter and sub-parameter of the Technical Score Card below on the basis of the documentary evidence and the method statement submitted (proposed methodology, work plan, designs, presentation, personnel and resources, etc.). Passing marks are **70 out of 100**.

Code	Evaluation parameter	Detailed scoring rule	Marks
A	Methodology and presentation	Marks for A1–A6 shall be awarded as per the scoring scale given below.	35
A1	Event concept / strategy	Understanding of events and trainings; concept, theme and overall event strategy (03-Marks) Transport related (02-Marks)	5
A2	Detailed work plan and deployment timeline	Work Order response plan, mobilization, district-wise deployment and timelines (Gantt chart or equivalent).	6
A3	Venue / site layout, 2D/3D designs, fabrication & AV integration	Quality of sample floor plans, stage layouts, 2D/3D renders, fabrication and AV integration.	7
A4	Training delivery and facilitation	Approach for training management: trainers, materials, registration, assessments, certification and evaluation.	5
A5	Live presentation, simulation and answers	Live presentation by the authorized team on the uniformly notified schedule, event simulation and responses to the committee's questions.	7
A6	Monitoring / reporting	Event checklists, post-event reporting, quarterly reporting and analytics.	5
B	Relevant completed assignments	Twenty (20) comparable completed jobs in the last five (05) years: 01 mark each (maximum 20). Work order and completion/performance evidence required; one job shall be counted only once.	20
C	District-wide Punjab execution	0.5 mark per distinct Punjab district with a successfully delivered qualifying event, up to a maximum of 20 districts. Evidence of dates, venue and client required.	10
D	Government client performance record	02 marks for each verified satisfactory-performance certificate from a distinct government body beyond the ten (10) certificates required under Mandatory Criterion 5 (maximum 10 marks).	10

Code	Evaluation parameter	Detailed scoring rule	Marks
E	Financial capacity	Latest independently audited financial accounts and tax declarations – annual event/service turnover: less than PKR 25 million = 0; PKR 25 million to less than 50 million = 3; PKR 50 million to less than 100 million = 6; PKR 100 million and above = 10. Turnover is assessed separately from the bank balance under Mandatory Criterion 6.	10
F	Personnel and deployable resources	CVs of Key Personnel against the minimum requirements given in Section VII, para 12.	10
F1	Project Manager		2
F2	Training Coordinator		2
F3	AV / Technical Lead		2
F4	Production / Fabrication Lead		2
F5	Demonstrated equipment and subcontractor / deployment access	Owned/leased equipment, fabrication facility and firm subcontract/deployment arrangements.	2
G	QA, safeguarding, safety and contingency	Marks for G1–G3 shall be awarded as per the scoring scale given below.	5
G1	HSE / emergency plan		2
G2	Quality checklists and contingency redundancy		2
G3	Accessibility, safeguarding and data privacy		1
	Total		**100**
	Minimum passing marks		**70**

Instructions

- Editorial mistakes, plagiarized content, lacking coherence, duplication, or provision of irrelevant information may result in a deduction of up to 10 points, which shall be subtracted from the total score.
- ***For Key Personnel under parameter F (F1–F4), 30% of the marks shall be assigned to qualification and 70% to relevant experience of each proposed resource against the minimum requirements given in Section VII, para 12.***

The marks for the qualitative sub-parameters A1–A6, F5 and G1–G3 shall be awarded as a percentage of the maximum marks of the respective sub-parameter, as follows:

Score to be awarded to each Technical Factor (Sj)	Description	Remarks
0	Required feature is absent; no relevant information to demonstrate how the requirement is met.	
10%	Required feature present with deficiencies such as insufficient or information that lacks clarity	

50%	Sufficient information to demonstrate how the requirement will be met	
80%	Sufficient information to demonstrate that the requirement will be marginally exceeded	
100%	Sufficient information that significantly exceed the requirement/bid contributes to significant value addition	

The total Technical Score (T) of each Bid shall be the sum of the marks obtained under parameters A to G (out of 100). Bids obtaining less than 70 marks shall be considered technically non-responsive and their Financial Parts shall be returned unopened.

3. Combined Evaluation

The evaluation and comparison of those Bids that have been determined to be substantially responsive, will be carried out by taking into account the above technical factors, in addition to cost factors.

An Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B \equiv \frac{C_{low}}{C} X \; + \; \frac{T}{T_{high}} (1 - X)$$

where

C = *Evaluated Bid Price, i.e., the sum of the unit rates quoted for all items of the Priced Activity Schedule (notional quantity of one each), after correction of arithmetic errors*

C_{low} = the lowest of all Evaluated Bid Prices among responsive Bids

T = the total Technical Score awarded to the Bid

T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids

X = *weight for the Price as specified in the BDS [i.e., 30%]*

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid provided the Bidder was found to be qualified to perform the Contract.

4. Multiple Contracts

Not Applicable

Section IV- Bidding Forms

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Letter of Bid -Technical Part

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: [*insert date (as day, month and year) of Bid submission*]
RFB No.: [*insert number of RFB process*]
Alternative No.: [*insert identification No if this is a Bid for an alternative*]

We, the undersigned, hereby submit our Bid, in two parts, namely:

(a) the Technical Part, and

(b) the Financial Part

In submitting our Bid, we make the following declarations:

To:

Program Coordinator
Program Implementation Unit – Punjab Clean Air Program (PIU-PCAP)
Transport & Masstransit Department, Government of the Punjab
House No. 65-A, Babar Block, Garden Town, Program Implementation Unit (PIU) Punjab Clean Air Program, Transport & Masstransit Department, Govt. of Punjab
City: Lahore

(a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 9;

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

(c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's country in accordance with ITB 4.7;

(d) **Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [*select the appropriate option from (i) to (iii) below and delete the others*].

We *[where JV, insert:* "including any of our JV members"*]*, and any of our subcontractors:

(i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

(ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

(iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]

(e) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the bidding document of the following: [*insert a brief description of the Non-Consulting Services*];

(f) **Bid Validity Period:** Our Bid shall be valid as specified at BDS 19.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(g) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;

(h) **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, other than alternative Bids submitted in accordance with ITB 14;

(i) **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 Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(j) **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*];

(k) **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(l) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and

(m) **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*]

*****: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.
**: 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.

Appendix to Technical Part

The Bidder shall complete as appropriate and attach to the Letter of Bid-Technical Part, relevant documents, including the following, to demonstrate its qualifications and technical capacity to mobilize relevant resources for the contract, consistent with its proposal regarding work methods, scheduling etc., and fully in accordance with the requirements stipulated in Section VII, Employer's Requirements:

1. Bidder's qualifications;
2. Description of the Services, including demonstrating that the services will meet or exceed any specified performance requirements;
3. Method Statement;
4. Code of Conduct; and
5. Work Plan.

Bidder Information Form

[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 Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*
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 agency of the Employer 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

Date: *[insert date (as day, month and year) of Bid submission*]
RFB No.: *[insert number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of_ _____ pages

1. Bidder's Name: *[insert Bidder's legal name]*
2. Bidder's JV Member's name: *[insert JV's Member legal name]*
3. Bidder's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Bidder's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
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 registration documents of the legal entity named above, in accordance with ITB 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6. 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[The successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]*

Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: [*attach copy]*

Place of registration: [*insert]*
Principal place of business: [*insert]*
Power of attorney of signatory of Bid: [*attach]*

1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified **in the BDS**: [*insert]*

1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below.

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer to GCC Clause 4.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 3.5.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			

(b)

1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 4.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

1.11 Statement of compliance with the requirements of ITB 4.2.

1.12 Environmental and Social (ES) performance declaration, if required, and Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration, using the forms included in this Section IV.

1.13 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding document.

2. Joint Ventures

2.1 The information listed in 1.1 - 1.12 above shall be provided for each member of the joint venture (and each subcontractor for the SEA/SH declaration).

2.2 The information in 1.13 above shall be provided for the joint venture.

2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Agreement among all members of the joint venture (and which is legally binding on all members), which shows that

(a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(b) one of the members will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and

(c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

3. Additional Requirements

3.1 Bidders should provide any additional information required **in the BDS**.

Environmental and Social Performance Declaration

[Note to the Employer: Include this form if applicable in accordance with Section III]

[The following table shall be filled in for the Bidder and each member of a Joint Venture]

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's Name: *[insert full name]*
RFB No. and title: *[insert RFB number and title]*
Page *[insert page number]* of *[insert total number]* pages

Environmental and Social Performance Declaration

☐ **No suspension or termination of contract**: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental or Social (ES) performance, in the past five years.

☐ **Declaration of suspension or termination of contract**: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Social (ES) performance, in the past five years. Details are described below:

Year	**Suspended or terminated portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and US$ equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s) e.g. gender-based violence; sexual exploitation or sexual abuse breaches]*	*[insert amount]*
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s)]*	*[insert amount]*
…	…	*[list all applicable contracts]*	…
Performance Security called by an employer(s) for reasons related to ES performance			

Year	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US$ equivalent)
[insert year]	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for calling of performance security: *[indicate main reason(s) e.g. gender-based violence; sexual exploitation, or sexual abuse breaches]*	*[insert amount]*

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

[The following table shall be filled in for the Bidder, each member of a Joint Venture and each subcontractor proposed by the Bidder]

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's or Subcontractor's Name: *[insert full name]*
RFB No. and title: *[insert RFB number and title]*
Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
We: ☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations ☐ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.
[*If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*

Services

The Bidder shall submit documentary evidence to demonstrate that the Services to be provided will meet or exceed the technical specifications and standards specified in Section VII, Employer's Requirements, including any specified performance requirements.

Method Statement

The Bidder shall submit its method statement for the Services to be provided.

*[**Note to the Employer**: Include the following if applicable in accordance with the Bid Data Sheet 12.1 (h); modify as appropriate]*

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 12.1 (h) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Service Provider, and its Subcontractors.

In developing these strategies and plans, the Bidder shall have regard to the ES provisions of the contract including those as may be more fully described in the Employer's Requirements in Section VII.]

*[In addition to submitting the **required** ES Management Strategies and Implementation Plans, the Bidder shall provide its proposal to demonstrate how additional sustainable procurement requirements, if any, specified in Section VII- Employer's Requirements would be addressed. The Bidder shall also provide its proposal, if any, for exceeding the sustainable procurement requirements]*

*[**Note to the Bidder**: If required, also include proposed method statement to manage cyber security risks.]*

Code of Conduct for Service Provider's Personnel Form (ES)

Note to the Bidder:

The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

CODE OF CONDUCT FOR SERVICE PROVIDER's PERSONNEL

We are the Service Provider, [*enter name of Service Provider*]. We have signed a contract with [*enter name of Employer*] for [*enter description of the Services*]. The Services will be carried out at [*enter the locations in the Employer's country where the Services are required, as applicable]*. Our contract requires us to implement measures to address *environmental and social risks* [***Note to Employer****: depending on the nature of the contract and assessed risks, this may be replaced with social risks*], related to the Services.

This Code of Conduct is part of our measures to deal with environmental and social risks *[**Note to Employer**: depending on the nature of the contract and assessed risks, this may be replaced with social risks]* related to the Services.

All personnel that we utilize in the execution of the Services, including the staff, labor and other employees of us and each Subcontractor, and any other personnel assisting us in the execution of the Services, are referred to as Service Provider's Personnel.

This Code of Conduct identifies the behavior that we require from the Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Service Provider's Personnel and any other person;
3. maintain a safe working environment including by:
    a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
    b. wearing required personal protective equipment;

c. using appropriate measures relating to chemical, physical and biological substances and agents; and

d. following applicable emergency operating procedures.

4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Service Provider's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse, and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of applicable grievance mechanism for Service Provider's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the individual, with relevant experience, designated by the Service provider to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Service Provider's hotline *(if any)* and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.
There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by the Service Provider's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR SERVICE PROVIDER's PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Service Provider's contact person(s) with relevant experience*] requesting an explanation.

Name of Service Provider's Personnel: [insert name] Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Service Provider:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting SEA and behaviors constituting SH

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors.

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- A Service Provider's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Service Provider's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Service Provider's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Service Provider's Personnel denies a person access to the locations where the Services are executed unless he/she performs a sexual favor.
- A Service Provider's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- A Service Provider's Personnel comment on the appearance of another Service Provider's Personnel (either positive or negative) and sexual desirability.
- When a Service Provider's Personnel complains about comments made by another Service Provider's Personnel on his/her appearance, the other Service Provider's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Service Provider's Personnel or Employer's Personnel by another Service Provider's Personnel.
- A Service Provider's Personnel tells another Service Provider's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Work Plan

Staff Plan

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: *[Employer to insert its name and address]*

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

Alternative No.*: [Insert identification No if this is a Bid for an alternative]*

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 prior to the Bid validity expiry date set forth in the Bidder's Letter of Bid, or any extended date provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity 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 expiry date of the Bid validity.

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.

Letter of Bid - Financial Part

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: [*insert date (as day, month and year) of Bid submission*]
Request for Bid No.: [*insert identification*]
Alternative No.: [*insert identification No if this is a Bid for an alternative*]

To:

Program Coordinator
Program Implementation Unit – Punjab Clean Air Program (PIU-PCAP)
Transport & Masstransit Department, Government of the Punjab
[insert office address of PIU-PCAP], Lahore

We, the undersigned, hereby submit the second part of our Bid, the Bid Price and Priced Activity Schedule. This accompanies the Letter of Bid- Technical Part.

In submitting our Bid, we make the following additional declarations:

(a) **Bid Validity**: Our Bid shall be valid until *[insert day, month and year in accordance with ITB 19.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;

(b) **Total Price**: The total price of our Bid, excluding any discounts offered in item (c) below is: [Insert one of the options below as appropriate]

[Option 1, in case of one lot:] Total price is: [*insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies*];

Or

[Option 2, in case of multiple lots:] (a) Total price of each lot [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*]; and (b) Total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

(c) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: [*Specify in detail each discount offered*]

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

(d) **Commissions,** gratuities **and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding 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.")

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*]

*****: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

**: 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

Appendix to Financial Part

Schedule Forms

[The Bidder shall fill in this Form in accordance with the instructions indicated. The list of line items in column 2 of the Priced Activity Schedule coincides with the List of Services (Item List) specified in Section VII, Employer's Requirements. Unit rates shall be in Pak Rupees, inclusive of all applicable taxes, duties, labour, transportation within Lahore, installation, dismantling, overheads and profit. Quantities are notional (one each) for the purpose of bid evaluation only; payment shall be made on actual quantities ordered through Work Orders and verified.]

Priced Activity Schedule

Currencies in accordance with ITB 16	Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____

Sr. No. (1)	Item name (2)	Specifications / dimensions (3)	UOM (4)	Quantity (notional) (5)	Unit price (PKR) inclusive of all taxes & duties (6)	Total price (PKR) (7) = (5) × (6)
1	Hall Charges (50–100 Participants)	5-Star hotel hall	Per Event	1		
2	Hall Charges (400–500 Participants)	5-Star hotel hall	Per Event	1		
3	Hall Charges (Above 500 Participants)	5-Star Large convention hall	Per Event	1		
4	Rooms (Single Occupancy)	5-Star Hotel room (single)	Per Day	1		
5	Rooms (Double Occupancy)	5-Star Hotel room (double)	Per Day	1		
6	Stage Base	Wooden stage with stairs	Per Sq. Ft.	1		
7	Stage fabrication with Iron base (as per the required size, height and fencing)	-	Per Sq. Ft.	1		
8	Stage Lamination	Laminated stage surface	Per Sq. Ft.	1		
9	Stage Chairs	Chairs for dignitaries	Per Unit	1		
10	Stage Tables	Tables for dignitaries	Per Unit	1		
11	Stage Carpet & Skirt	Carpet & fabric skirting	Per Sq. Ft.	1		
12	Stage Podium	Standard/premium podium	Per Unit	1		
13	VIP Seating	Sofa/chairs with cushions	Per Unit	1		
14	VIP Tables	Tables for VIP seating	Per Unit	1		
15	Participant Seating	Chairs & tables with covers	Per Unit	1		
16	Single seater sofa (Leather) (In any required color as per theme)	-	Nos.	1		
17	3 seater Sofa (Black, White, Beige, Green and Gray) (In any required color as per theme)	-	Nos.	1		
18	Glass Tables (Round/Rectangle)	-	Nos.	1		
19	Wooden Table (Round/Rectangle)	-	Nos.	1		

Sr. No. (1)	Item name (2)	Specifications / dimensions (3)	UOM (4)	Quantity (notional) (5)	Unit price (PKR) inclusive of all taxes & duties (6)	Total price (PKR) (7) = (5) × (6)
20	High Back Chair with (Black, White, Beige, Green and Gray) Covers	-	Nos.	1		
21	Round Iron Table with Cover	-	Nos.	1		
22	Floor Carpeting (Premium / VIP)	High-density VIP carpet	Per Sq. Ft.	1		
23	Red Carpet (Premium)	VIP / protocol use	Per Running Ft.	1		
24	Complete Venue lighting	Moving head	Per Unit	1		
25	Complete Venue lighting	Tower Lights	Per Unit	1		
26	Complete Venue lighting	Sogo lights (200 watts)	Per Unit	1		
27	Complete Venue lighting	SMD Lights (150 Watts)	Per Unit	1		
28	Complete Venue lighting	Laser Lights	Per Unit	1		
29	Complete Venue lighting	Skybeam 3500 watts	Per Unit	1		
30	Lighting Truss System	Aluminum/steel truss	Per Running Ft.	1		
31	Stage Lighting Truss	Overhead truss grid	Per Set	1		
32	Spot / Stage Lights	Focus lights	Per Unit	1		
33	LED Uplighters	Wall & backdrop lighting	Per Unit	1		
34	Neon Lights	-	Per Unit	1		
35	Lighting Work (SMD,COB, Focus, Rope)	-	Sqft	1		
36	Electric Work	-	Sqft	1		
37	Truss installation	-	Sqft	1		
38	Truss Lighting (Moving Beams, SMD Parcans, Flickers)	-	Sqft	1		
39	Floral decoration Work	-	Sq Ft	1		
40	Flower Bouquet (Full Size)	-	Nos.	1		
41	Flowering Standing Arrangement	-	Nos.	1		
42	Fresh Flower Arrangement	Stage & venue flowers	Per Event	1		
43	Mineral Water (Small)	Bottled water	Per Unit	1		

Sr. No. (1)	Item name (2)	Specifications / dimensions (3)	UOM (4)	Quantity (notional) (5)	Unit price (PKR) inclusive of all taxes & duties (6)	Total price (PKR) (7) = (5) × (6)
44	Mineral Water (Large)	Bottled water	Per Unit	1		
45	Tea with Cookies	5-Star Tea & snacks	Per Person	1		
46	Coffee with Cookies	5-Star Coffee & snacks	Per Person	1		
47	High Tea (Standard)	5-Star Tea & light snacks	Per Person	1		
48	High Tea (Premium)	5-Star Tea/coffee & assorted snacks	Per Person	1		
49	Lunch (Chicken)	5-Star One-dish packed/served	Per Person	1		
50	Lunch (Mutton)	5-Star One-dish packed/served	Per Person	1		
51	Lunch Box (Standard)	5-Star Packed lunch	Per Box	1		
52	Lunch Box (Premium)	5-Star Packed lunch with sides	Per Box	1		
53	Crockery & Cutlery	Event crockery set	Per Person	1		
54	Reception Desk (Branded)	Registration/reception counter	Per Unit	1		
55	Media Desk - L 10' x W 16' X H 2'	-	Complete Job	1		
56	Backdrop	Star-flex	Per Sq. Ft.	1		
57	Vinyl	Laminated	Per Sq. Ft.	1		
58	Side Wings	Left & right branding wings	Per Sq. Ft.	1		
59	Branding Panels (3×6 ft)	star-flex panels	Per Unit	1		
60	Standee (3×6 ft)	Roll-up standee	Per Unit	1		
61	Standee (2×5 ft)	Framed standee	Per Unit	1		
62	Streamer	3×6 ft branding streamer	Per Unit	1		
63	Drop-Down Branding	Hanging branding unit	Per Sq. Ft.	1		
64	Media Wall	Branded media backdrop	Per Sq. Ft.	1		
65	Feedback Wall	Participant feedback wall	Per Sq. Ft.	1		
66	Signature Wall	Signing wall	Per Sq. Ft.	1		
67	Wooden Frame for branding	-	Per Sq. Ft.	1		
68	Iron Frame for branding	-	Per Sq. Ft.	1		

Sr. No. (1)	Item name (2)	Specifications / dimensions (3)	UOM (4)	Quantity (notional) (5)	Unit price (PKR) inclusive of all taxes & duties (6)	Total price (PKR) (7) = (5) × (6)
69	3D Letter Cut-outs	Acrylic cut-outs	Per Unit	1		
70	3D Models	Acrylic models	Per Unit	1		
71	Booth / Stall	Display & promotion booth	Per Unit	1		
72	Custom Fabricated Stall	fully custom-designed and fabricated exhibition stall/booth, turnkey, per unit as per department requirement	Per sq. Ft.	1		
73	Outdoor Branding	Star-flex	Per Sq. Ft.	1		
74	Branding Collaterals	Flex/digital branding	Per Unit	1		
75	PVC wooden Floor Installation	-	Sqft	1		
76	Paint Work	-	Sqft	1		
77	Vinyl Pasting	-	Sqft	1		
78	Table Name Branding	Table-top name branding (flex/acrylic)	Per Unit	1		
79	MDF Fabrication (walls, Counters, Cutouts, Photo booth, inauguration button)	-	Sqft	1		
80	Acrylic fabrication with back lit (Structure, Cutouts, Logos, Photo booth, Inauguration button)	-	Sqft	1		
81	Velvet Panels (10'X4') (In any required color as per theme)	-	Per Unit	1		
82	Entry Arch	Fabricated entry arch with branding	Per Unit	1		
83	SMD Screen	High-resolution LED	Per Sq. Ft.	1		
84	Digital Standee	LED digital display	Per Unit	1		
85	LED Screen 55" with horizontal or vertical stand	-	Nos.	1		
86	Collar Mic	Presenter mic	Per Unit	1		
87	Cordless Mic	Wireless mic	Per Unit	1		
88	Podium Mic	Fixed podium mic	Per Unit	1		
89	Multimedia / Projector	Presentation display	Per Unit	1		
90	Sound System	Complete PA system	Per Unit	1		

Sr. No. (1)	Item name (2)	Specifications / dimensions (3)	UOM (4)	Quantity (notional) (5)	Unit price (PKR) inclusive of all taxes & duties (6)	Total price (PKR) (7) = (5) × (6)
91	OB Coverage	7-camera live setup with broadcasting facility (all camera crew must have VVIP protocol clearance)	Per Event	1		
92	Walkie-Talkie	Coordination device	Per Unit	1		
93	Invitation Card	300-gsm texture card with Envelope	Per Unit	1		
94	Badge Holders & Lanyards	ID holders with lanyards	Per Unit	1		
95	Event Brochure (Per Page)	128–150 gsm	Per Unit	1		
96	File / Folder	Branded file	Per Unit	1		
97	Writing Pad	Branded pad	Per Unit	1		
98	Ballpoint	Branded pen	Per Unit	1		
99	Certificates	Design & printing	Per Unit	1		
100	Air Conditioning Charges	System per day	Per Unit	1		
101	Portable Heaters	Electric / gas heaters for winter events	Per Unit	1		
102	Generator	Generator with fuel & backup	Per Unit	1		
103	Wi-Fi / Internet	As per participant strength	Per Event	1		
104	Gazebo (12×12)	Complete gazebo setup	Per Unit	1		
105	Kanaat	Fabric partitions	Per Unit	1		
106	Tent	Standard event tent	Per Unit	1		
107	Canopies	-	Per Sq. Ft.	1		
108	Marquee 100' x 100'	Dining / event marquee	Per Day	1		
109	Chief Guest Shield	Protocol shield	Per Unit	1		
110	Plastic Shield	Standard shield	Per Unit	1		
111	Wooden Shield	Premium shield	Per Unit	1		
112	Bouquet	Fresh flower bouquet	Per Unit	1		
113	Printed USB (32 GB)	Data storage	Per Unit	1		
114	Printed Mug	Standard Quality	Per Unit	1		

Sr. No. (1)	Item name (2)	Specifications / dimensions (3)	UOM (4)	Quantity (notional) (5)	Unit price (PKR) inclusive of all taxes & duties (6)	Total price (PKR) (7) = (5) × (6)
115	Printed Key Chain	Standard Quality	Per Unit	1		
116	Printed Metal Pen	Standard Quality	Per Unit	1		
117	Printed Carry Bags	Standard Quality	Per Unit	1		
118	Printed Water Bottle	Standard Quality	Per Unit	1		
119	Documentary making / video making	Video documentary (all camera crew must have VVIP protocol clearance)	Per Minute	1		
120	Event Photography	Full event coverage (all camera crew must have VVIP protocol clearance)	Per Event	1		
121	Event Video Coverage	Video recording (all camera crew must have VVIP protocol clearance)	Per Event	1		
122	Event Testimonials	Guest messages (all camera crew must have VVIP protocol clearance)	Per Event	1		
123	Drone	Full event coverage (all camera crew must have VVIP protocol clearance)	Per Event	1		
124	Event Photography	Full event coverage (Non CM/PM event)	Per Event	1		
125	Event Video Coverage	Video recording (Non CM/PM event)	Per Event	1		
126	Event Testimonials	Guest messages (Non CM/PM event)	Per Event	1		
127	Drone	Full event coverage (Non CM/PM event)	Per Event	1		
128	Event Report	Comprehensive report	Per Event	1		
129	National Flag (Pakistan)	Event-use flag	Per Unit	1		
130	Organizational Table-Top Flags	Flags with base	Per Unit	1		
131	Quepole Golden or Silver stand with red or black rope	-	Nos.	1		
132	Labor Cost	Complete setup support	Per Event	1		
133	Event Management Charges	Overall management	Per Event	1		
134	Visa Processing Services	Facilitation charges	Per Person	1		
135	Air Ticketing Services	Booking facilitation	Per Person	1		
136	Naat Khawan	Naat recitation (as per protocol)	Per Event	1		

Sr. No. (1)	Item name (2)	Specifications / dimensions (3)	UOM (4)	Quantity (notional) (5)	Unit price (PKR) inclusive of all taxes & duties (6)	Total price (PKR) (7) = (5) × (6)
137	Tilawat Khawan	Quran recitation (as per protocol)	Per Event	1		
138	Ushers A Class with uniform (Shirt, pants, Formal Coat, Tie and shoes) of required color	-	Nos.	1		
139	MC- Female/Male Host	A-Category	Per Event	1		
140	Mentors	Mentors for sessions / panels	Per Session	1		
141	Trainers	Trainers for workshops / trainings	Per Session	1		
142	Event Concept Development	-	Per Event	1		
143	Floor Plan / Seating Plan Layout	-	Per Event	1		
144	3D Visualization / Event Render	-	Per View	1		
145	Show Flow / Run of Show	-	Per Event	1		
146	Cue Sheet / Technical Script	-	Per Event	1		
147	Rehearsal Charges	-	Per Session	1		
148	Stage Manager	-	Per Event	1		
149	Loading / Unloading Labor	-	Per Event	1		
150	Installation Charges	-	Per Event	1		
151	Dismantling Charges	-	Per Event	1		
152	Intercity Transportation	-	Per KM	1		
153	Material Handling / Shifting	-	Per Event	1		
154	Venue Cleaning /Housekeeping	-	Per Event	1		
155	Waste Disposal / Post Event Cleaning	-	Per Event	1		
156	Registration Desk Staff	Per day	Nos.	1		
157	Same Day Edit	Content & post-event	Per Event	1		
158	Event Highlight Video	Content & post-event	Per Event	1		
159	Social Media Reels / Shorts	-	Per Video	1		
160	Photo Editing & Album Delivery	-	Per Event	1		
161	Media Monitoring / Clipping Report	-	Per Event	1		

Sr. No. (1)	Item name (2)	Specifications / dimensions (3)	UOM (4)	Quantity (notional) (5)	Unit price (PKR) inclusive of all taxes & duties (6)	Total price (PKR) (7) = (5) × (6)
162	Post Event Report with Analytics	-	Per Event	1		
163	Ribbon Cutting Setup	-	Per Event	1		
164	Ceremonial Scissors	-	Per Unit	1		
165	Curtain Reveal Mechanism	-	Per Event	1		
166	Countdown Timer Screen Content	-	Per Event	1		
167	Confetti Blast	-	Per Unit	1		
168	VIP Lounge Setup	-	Per Event	1		
169	Water Dispenser	-	Nos.	1		
170	Coffee/Tea vending Machine	-	Nos.	1		
171	Deep freezer	-	Nos.	1		
172	Carriage (Transportation of material (Outside Lahore and in entire Punjab))	-	Kilo Meters	1		
173	Workshop Setup	Complete setup for a workshop (AV, furniture, materials, décor)	Per unit	1		
174	Designing of Posters	-	Per Unit	1		
175	Designing of Brochures	-	Per Unit	1		
176	Over All Event Designing	-	Per Event	1		
177	Designing of Leaflets (Front only and Front Back both)	A5	Per Unit	1		
178	Designing of Brand Book (50 pages & 100 Pages)	A5	Per page	1		
179	Designing of White Papers	A4	Per page	1		
180	Info graphics (Per second)	2D	Per second	1		
181	Info graphics (Per second)	3D	Per second	1		
182	Info graphics (Per second)	2D/3D Animated	Per second	1		
183	Blogs (Unit rate will be quoted on the basis of per word)	Tier 1 Blogs	Per word	1		
184	Social Media means Facebook, LinkedIn, Twitter, Page, content development.	-	Per impression	1		

Sr. No. (1)	Item name (2)	Specifications / dimensions (3)	UOM (4)	Quantity (notional) (5)	Unit price (PKR) inclusive of all taxes & duties (6)	Total price (PKR) (7) = (5) × (6)
185	Organize High level Press Conference of each event	10 X Tier-1 Media group covering the PC per event	Per Event	1		
186	Intensive Media Coverage of the events	10 X Tier-1 of newspaper and TV channels covering the event per event	Per Event	1		
187	Press Ads	English & Urdu Tier 1 newspapers	Per Unit	1		
188	Publication of Advertorials	-	Per Unit	1		
189	Designing of Banners/Streamers	3x10 Feet	Per Event	1		
190	Active Presence/live streaming on Facebook with Blackmagic device	Per day activity charges including all social media platforms per day	Per Event	1		
191	Newsletter designing	-	Per page	1		
192	Flamethrowers	-	Per Unit	1		
193	Hologram	-	Per Unit	1		
194	RoboDogs	For Launch Event	Per Unit	1		
195	HoloBox	-	Per Unit	1		
196	Humanoid	For Launch Event	Per Unit	1		
197	Laser lights	100 watts minimum	Per Unit	1		
198	Wi-Fi dongles	-	Per Unit	1		
199	VVIP plaque	Lamination Sheets, as per the agreed design	Per Unit	1		
200	Fuel for Transportation	-	Per litre	1		
201	Hard Drive	500 GB	Per Unit	1		
202	Hard Drive	1 TB	Per Unit	1		
Total Bid Price (sum of Col. 7 for Sr. No. 1 to 202), inclusive of all applicable taxes – to be carried to the Letter of Bid – Financial Part						

Name of Bidder: [insert complete name of Bidder] Signature of Bidder: [signature of person signing the Bid] Date: [insert date]

Section V - Eligible Countries

Eligibility for the Provision of Non-Consulting Services in Bank-Financed Procurement

In reference to ITB 4.8, for the information of the Bidders, at the present time firms and services from the following countries are excluded from this Bidding process:

Under ITB 4.8 (a) **India & Israel**

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 misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely

and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or 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.

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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 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.

Part II – Employer's Requirement

Section VII - Employer's Requirements

Hiring of Event & Training Management Firm – Non-Consulting under Time-Based Framework Contract

RFB No. PK-T&MD PIU-576351-NC-RFB

1. Background

The Government of the Punjab (GoPb), through the Economic Affairs Division, Government of Pakistan, has obtained financing from the World Bank (International Development Association – Credit No. IDA-77350) for the Punjab Clean Air Program (PCAP). The Program is financed through a Program-for-Results (PforR) instrument and an Investment Project Financing (IPF) Component, with total financing of US$300 million (JPY 46,455.100 million), of which US$20 million (JPY 3,097.000 million) is allocated to the IPF Component for goods, non-consulting services, consulting services, training and incremental operating costs.

The Program Development Objective (PDO) of PCAP is to strengthen air quality management and reduce population-weighted PM2.5 annual average exposure in Lahore Division. The Program is implemented through three Results Areas: (i) Air Quality Management Governance and Awareness Raising; (ii) Transport Sector Abatement Measures; and (iii) Agriculture Sector Abatement Measures.

A Program Implementation Unit (PIU), headed by a Program Coordinator, has been established under the Transport Planning Unit (TPU) of the Transport & Masstransit Department (T&MD), Government of the Punjab. PIU-PCAP is responsible for overall management and coordination of the transport-sector activities of the Program, timely achievement of the Disbursement Linked Indicators (DLIs) assigned to T&MD (cleaner public transport/e-buses in Lahore Division, transition to e-2/3 wheelers, expansion of vehicle inspections and buy-back of polluting vehicles), implementation of the IPF Component activities, and coordination with the PCAP Coordination & Monitoring Unit (CMU), the World Bank, P&D Board, Finance Department and the attached agencies of T&MD, i.e., Punjab Masstransit Authority (PMA), Punjab Transport Company (PTC), Punjab Provincial Transport Authority (PPTA) and other stakeholders.

2. Justification and Linkage with the PCAP IPF Component

The Event & Training Management Firm will support the implementation of the institutional strengthening and capacity-building activities of the Transport & Masstransit Department (T&MD) through the Program Implementation Unit (PIU) Punjab Clean Air Program (PCAP) for the management and organization of training programs, workshops, learning events and related capacity-building activities in accordance with the approved PCAP institutional strengthening program.

This activity falls under the PCAP IPF Component, Table 4 – "IPF Component Supported Activities" of the Project Appraisal Document (PAD), i.e., "Institutional strengthening support for transport agencies with a focus on curbing emissions, bus procurement and contract management, and road safety", and is provided for in the approved PC-I of the IPF Component under the program support heads "Training (A03821)" and "Trainings, Conferences, Symposiums, Seminars, Stakeholder Workshops etc. (A03903)".

The approved institutional strengthening program envisages, inter alia, training programs and workshops for T&MD and its attached agencies on: (a) human resource management and best practices; (b) procurement regulations and contract management; (c) stakeholder coordination and communication; (d) transport laws and enforcement procedures; and (e) electric vehicles and allied infrastructure; together with knowledge-sharing sessions with industry experts, stakeholder consultations, and awareness and launch events of the PCAP transport-sector interventions.

3. Objective of the Assignment

The objective is to engage a competent and experienced Event & Training Management Firm (the "Service Provider") under a Time-Based Framework Contract to plan, organize, manage and deliver, on an as-and-when-required basis, trainings, workshops, seminars, conferences, stakeholder consultations, learning events and launch/inaugural events of PIU-PCAP/T&MD in Lahore and in any district of Punjab, to a professional standard, safely, on time and at the unit rates offered in the Priced Activity Schedule.

4. Nature of the Contract – Time-Based Framework Contract

- The Contract shall be a Time-Based (rate-based) Framework Contract with a single Service Provider for a period of three (03) years from the date of signing, or until the Contract Ceiling stated in SCC 6.2(a) is exhausted, whichever is earlier.
- The unit rates quoted in the Priced Activity Schedule (Section IV) shall remain fixed for the entire Contract period and shall be inclusive of all applicable taxes, duties, labour, transportation within Lahore, installation, operation, dismantling, insurance, overheads and profit, unless otherwise specified against an item.
- The quantities shown in the Priced Activity Schedule are notional (one unit each) and are used only for the purpose of bid evaluation. Actual quantities shall be determined through individual Work Orders issued by PIU-PCAP, and payment shall be made only for the quantities actually provided and verified, at the contracted unit rates.
- This procurement is based on a **Framework Contract with Unit Rates** for Events / Trainings Management Services.
- Whenever an event is required, the Client shall issue a separate Call-Off / Service Order to the Service Provider.
- The Service Provider shall diligently and continuously perform the Services in strict accordance with the prescribed Scope of Services and all applicable terms and conditions of the RFB and resultant Contract, from the effective date of the Contract until its completion.
- Reimbursable expenses are included in this procurement.
- The Service Provider shall claim all reimbursable costs under this contract.
- Any event-related operational expenditures shall be processed as per actual by the Client under against each event /training, as applicable.
- The Employer does not guarantee any minimum quantity or value of Work Orders and is not bound to utilize the full Contract Ceiling. The Service Provider shall have no claim on account of variation in quantities or non-utilization of any item.
- No service shall be executed without a written Work Order signed by the Program Coordinator, PIU-PCAP or an officer authorized by him/her. Any service rendered without a Work Order shall be at the Service Provider's own risk and cost.
- Bidders shall quote unit rates against all items of the Priced Activity Schedule. Items for which no rate is entered shall be deemed to be covered by the rates of other items and shall be provided at no additional cost to the Employer throughout the Contract period.
- Any service incidental to an event but not included in the Priced Activity Schedule may be ordered only with the prior written approval of the Employer, on the basis of a rate analysis/market survey and within the Contract Ceiling, in accordance with the Contract and the Procurement Regulations.

5. Categories of Events (Indicative)

The Service Provider shall be required to manage, inter alia, the following categories of events. The categories, participant strengths and locations are indicative only:

Category	Indicative participants	Indicative venue / location	Examples
A. Trainings and capacity-building workshops	As required	5-star hotel halls / training venues in Lahore; divisional and district headquarters	Trainings of T&MD, PMA, PTC, PPTA, TPU and other agency officials on procurement and contract management, HR management, transport laws and enforcement, vehicle inspection and emission testing, EVs and charging infrastructure
B. Seminars, conferences, symposiums and stakeholder consultations	As required	5-star hotels / convention centres in Lahore; district venues	Consultations on e-bus business models, buy-back and scrappage scheme, 2W inspection framework, e-2/3W financing; knowledge-sharing sessions with industry experts
C. High-level, launch and inaugural ceremonies (including VVIP events)	As required	Convention halls, marquees, open-air and project sites in Lahore and across Punjab	Launch of e-bus services and e-2/3W schemes, vehicle inspection / buy-back facilities, MoU signings, ground-breaking and inauguration ceremonies
D. Exhibitions, awareness and media events	As required	Exhibition halls, public places, project sites	Clean-air / EV expos, awareness activities, stalls, press conferences and media briefings
E. Review meetings, missions and study / exposure visits	As required	Hotel meeting rooms; domestic / international	World Bank implementation support missions, review meetings, travel facilitation (visa and ticketing) for study visits

6. Scope of Services

The Service Provider shall provide end-to-end event and training management services for each Work Order, including but not limited to the following:

6.1 Event Concept, Planning and Design

- Develop the event concept, theme, run of show/show flow, cue sheet and technical script in consultation with PIU-PCAP.
- Prepare floor plans, seating plans and stage layouts, and 2D/3D visualizations of the stage, backdrop, branding and fabrication for approval prior to production.
- Prepare an event-specific, item-wise cost estimate based strictly on the contracted unit rates, for approval by the Employer before execution.
- Arrange rehearsals and technical run-throughs, and provide a dedicated Stage Manager for each event.

6.2 Venue, Accommodation and Hospitality

- Book 5-star hotel halls, convention halls or other venues approved by the Employer according to the participant strength, and arrange rooms (single/double occupancy) for resource persons and participants as instructed.
- Where 5-star facilities are not available (e.g., in districts), arrange the best available venue of comparable standard with the prior written approval of the Employer.
- Provide hygienic, halal catering (tea/coffee with cookies, high tea, lunch, lunch boxes, mineral water, crockery and cutlery) in compliance with Punjab Food Authority standards, with menus approved by the Employer.

6.3 Stage, Fabrication, Furniture and Décor

- Stage base/iron-base fabrication, lamination, carpets and skirting, podiums, dignitary and VIP seating, participant seating, sofas, tables, red carpet, entry arches, kanaat, tents, gazebos, marquees, canopies, floral decoration and other items listed in the Item List.
- All structures (stages, trusses, arches, stalls) shall be structurally safe, firmly anchored and certified safe by the Service Provider's technical lead before use.

6.4 Lighting, Sound, Audio-Visual and IT

- Venue and stage lighting, truss systems, SMD/LED screens, digital standees, projectors, sound (PA) systems, microphones, walkie-talkies, Wi-Fi/internet, live streaming and OB coverage, with qualified operators throughout the event.
- Back-up equipment for critical items (microphones, projector, sound console, generator/UPS) at each event.

6.5 Branding, Printing and Design

- Design and production of backdrops, side wings, standees, streamers, media/signature/feedback walls, 3D cut-outs, table branding, invitation cards, badges and lanyards, brochures, folders, writing pads, certificates, souvenirs and other collaterals, and design of posters, brochures, leaflets, brand books, white papers, infographics, newsletters and social-media content.
- All designs shall follow the branding/visibility guidelines of GoPb, T&MD, PCAP and the World Bank (including acknowledgement of World Bank financing), and shall be printed only after written approval of the final proof by the Employer.

6.6 Training Management

- Engagement of qualified trainers/mentors/resource persons, where so ordered, with CVs approved in advance by the Employer.
- Complete workshop setup (AV, furniture, materials and décor), participant registration, daily attendance sheets, training kits and materials.
- Administration of pre- and post-training assessments and participant feedback forms, preparation of training evaluation summaries, and design and printing of certificates.
- Logistics for participants and resource persons (transport, accommodation, meals) as instructed in the Work Order.

6.7 Media, Documentation and Digital Content

- Event photography, video and drone coverage, testimonials, documentaries, same-day edits, highlight videos, social-media reels, photo albums, live streaming, press conferences, media coverage, press advertisements and advertorials, as ordered.
- For events attended by the Chief Minister/Prime Minister or other VVIPs, all camera crew shall have VVIP protocol/security clearance.
- Media monitoring/clipping reports and post-event reports with analytics.

6.8 Protocol, Hosting and Event Staff

- Professional masters of ceremony (MC), ushers in uniform, registration desk staff, Tilawat and Naat Khawan (as per protocol), queue-pole management, protocol arrangements for dignitaries and VIP lounge setup.

6.9 Logistics, Utilities and Site Management

- Loading/unloading, carriage of material within and outside Lahore, installation and dismantling, generators with fuel, air-conditioning, heaters, water dispensers, housekeeping, waste disposal and post-event cleaning, restoring the venue to its original condition.

6.10 Travel Facilitation

- Visa processing and air-ticketing facilitation for participants/resource persons, where ordered. Airfares, visa fees and other government charges shall be reimbursed at actual cost against original receipts with the prior approval of the Employer; only the facilitation charges shall be paid at the contracted rates.

6.11 Special Effects and Technology Features

- Special effects and technology features for launch events (holograms, HoloBox, humanoid/robo-dog demonstrations, laser lights, confetti blasts, flamethrowers, curtain-reveal mechanisms, countdown content), subject to venue permission, safety clearance and the Employer's prior approval.

7. Work Order Procedure and Timelines

Step	Activity	Responsibility	Timeline
1	Issuance of Work Order specifying event type, date(s), venue/district, expected number and category of participants, and the items and estimated quantities required	PIU-PCAP	Normally at least seven (07) days before the event; for urgent events not less than seventy-two (72) hours
2	Acknowledgement of Work Order and submission of Event Plan (concept, layouts, 2D/3D designs, run of show, item-wise cost estimate at contracted rates, HSE and contingency plan)	Service Provider	Within forty-eight (48) hours of receipt of Work Order
3	Review and written approval of Event Plan, designs and cost estimate (with modifications, if any)	PIU-PCAP	Within 24–48 hours of submission
4	Mobilization, production, fabrication and setup	Service Provider	As per approved plan; setup completed at least twelve (12) hours before the event, or earlier for VVIP events as per protocol/security requirements
5	Joint inspection of setup against the approved Work Order/checklist and rectification of deficiencies	PIU-PCAP focal person and Service Provider	Before the start of the event
6	Execution of the event and on-site management	Service Provider	Event day(s)
7	Submission of Post-Event Report, verified quantity sheet, attendance sheets, photographs/videos, media clippings and feedback/evaluation summary	Service Provider	Within seven (07) working days after the event

The Employer may amend or cancel a Work Order by written notice. If a Work Order is cancelled less than twenty-four (24) hours before the event, the Employer shall pay only for the items already produced or committed that cannot be reused or cancelled (e.g., printed material, confirmed non-refundable hotel bookings), as verified by the Employer.

8. Deliverables and Reporting

Deliverable	Content	Timeline
Event Plan (for each Work Order)	Concept, layouts, 2D/3D designs, run of show, cue sheet, item-wise cost estimate, HSE/contingency plan, list of on-site staff	Within 48 hours of Work Order

Deliverable	Content	Timeline
Setup Completion Checklist	Item-wise verification of setup against the approved Work Order, jointly signed	Before the event
Post-Event Report	Summary of the event; item-wise quantities provided; attendance; photographs and videos (soft copies); media coverage; participants' feedback analysis; for trainings, pre/post-test results and training evaluation	Within 7 working days after the event
Quarterly Progress Report	Work Orders received and completed, value billed and paid, cumulative utilization of the Contract Ceiling, issues and lessons learned	Within 10 days after the end of each quarter
Contract Completion Report	Summary of all events and total value; archive of all designs, photographs and videos in editable/high-resolution formats	At Contract completion

9. Quality Standards

- All items shall be new or in excellent condition, conforming to the specifications of the Item List and to the approved samples/designs. The Employer may reject any item that does not conform.
- "5-Star" means a hotel classified as five-star by the competent authority. Equivalent items or venues shall be accepted only with the prior written approval of the Employer.
- Deficient, defective or non-conforming items shall be replaced or rectified immediately, and in any case before commencement of the event. Items not provided or not conforming shall not be paid for, and liquidated damages shall apply in accordance with SCC 3.8.1.
- The Service Provider shall designate the Project Manager as the single point of contact, available round the clock during the execution of any Work Order, and an on-site Event/Stage Manager for each event.

10. Health, Safety, Security and Contingency

- Prepare an event-specific Health, Safety and Emergency Plan covering fire safety (extinguishers, emergency exits and signage), electrical safety (proper cabling, earthing, qualified electricians), structural safety of stages and trusses, crowd management, first aid and medical emergency arrangements, and evacuation procedures.
- Coordinate with venue management, the district administration, police, Rescue 1122 and security agencies as required, and comply with all security and protocol instructions for VVIP events.
- Maintain contingency and redundancy arrangements (back-up generator/UPS, spare AV equipment, alternate supplier arrangements and weather contingency for outdoor events).
- Ensure accessibility for persons with disabilities, separate arrangements for women participants where required, and protection of the personal data of participants collected during registration.

11. Environmental and Social Requirements

- Comply with the World Bank Environmental and Social Framework requirements applicable to the Program, the Code of Conduct for Service Provider's Personnel (Section IV) and the SEA/SH prevention and response obligations of the Contract.
- Comply with applicable labour laws, including payment of at least the minimum wage, safe working conditions and no child or forced labour, and provide a grievance mechanism for the Service Provider's Personnel.
- Consistent with the clean-air objective of PCAP, minimize the environmental impacts of events: no open burning of waste; segregation and disposal of waste through authorized channels; minimal single-use plastics; preference for reusable/recyclable branding and décor materials; and use of well-maintained, low-emission generators and vehicles with minimum idling.

12. Key Personnel and Minimum Resources

The Bidder shall propose, as a minimum, the following Key Personnel (CVs to be submitted with the Technical Part of the Bid), who shall be evaluated under parameter F of Section III:

Position	Minimum qualification	Minimum experience
Project Manager (01)	Master's / 16 years of education in Management, Marketing, Mass Communication, Hospitality, Event Management or a relevant field	Seven (07) years in event management, including management of at least five (05) large-scale government/corporate events
Training Coordinator (01)	Master's / 16 years of education in Social Sciences, HR, Education, Management or a relevant field	Five (05) years in organizing and coordinating training programs and workshops
AV / Technical Lead (01)	Bachelor's degree / DAE in Electrical, Electronics, Audio-Visual or Media Technology	Five (05) years in managing sound, lighting, LED screens and live streaming for events
Production / Fabrication Lead (01)	Bachelor's degree / DAE in Fine Arts, Design, Interior Design, Civil/Mechanical or a relevant field	Five (05) years in event stage design, fabrication and branding production

In addition, the Bidder shall demonstrate access (owned, leased or through firm subcontract arrangements) to the equipment, fabrication facilities and deployable human resources (event staff, technicians, ushers, labour) needed to run simultaneous events at different locations in Punjab. Key Personnel shall not be replaced without the prior written approval of the Employer, and any replacement shall have equal or better qualifications and experience.

13. Place of Performance

Lahore and any district of Punjab as specified in the Work Order. Where an event is ordered outside Lahore, carriage of material shall be paid under the relevant transportation/carriage items of the Priced Activity Schedule.

14. Employer's Responsibilities

- Designate a focal person for each Work Order and issue Work Orders and approvals in time.
- Provide official logos, content, participant lists and protocol details, and issue facilitation letters to venues/authorities where required.
- Verify completed Work Orders and process payments in accordance with the Contract.

15. Payment

Payments shall be made per completed Work Order on the basis of actual quantities provided and verified, at the unit rates of the Priced Activity Schedule, in accordance with SCC 6.4. No advance payment shall be made. Applicable taxes shall be deducted at source as per law.

16. Confidentiality and Intellectual Property

All designs, artwork, photographs, video footage, documentaries, reports, data and other material produced under the Contract shall be the sole property of PIU-PCAP/Government of the Punjab. The Service Provider shall hand over all such material in editable and high-resolution formats and shall not use, post or publish any such material or Program-related information (electronically or in print) without the prior written permission of the Employer. Personal data of participants shall be used only for the purpose of the event and shall not be shared with any third party.

17. Selection Method and Contract Type

The Service Provider will be selected in accordance with the World Bank "Procurement Regulations for IPF Borrowers" dated September 2023 (as amended from time to time), through Request for Bids (RFB) – Open National market approach, Single-Stage Two-Envelope process with post-qualification, using rated criteria with weights of 70% (technical) and 30% (financial). The Project is subject to the World Bank's Anti-Corruption Guidelines dated October 15, 2006, revised in January 2011 and July 2016. The contract shall be a Time-Based (rate-based) Framework Contract, subject to Post Review by the World Bank.

18. List of Services, Specifications and Units of Measurement (Item List)

The Bidder shall quote unit rates for each of the following items in the Priced Activity Schedule (Section IV). The specifications/dimensions are the minimum requirements; the actual size, quantity and design for each event shall be as specified in the Work Order and the approved Event Plan.

Sr. No.	Item name	Specifications / dimensions	UOM
1	Hall Charges (50–100 Participants)	5-Star hotel hall	Per Event
2	Hall Charges (400–500 Participants)	5-Star hotel hall	Per Event
3	Hall Charges (Above 500 Participants)	5-Star Large convention hall	Per Event
4	Rooms (Single Occupancy)	5-Star Hotel room (single)	Per Day
5	Rooms (Double Occupancy)	5-Star Hotel room (double)	Per Day
6	Stage Base	Wooden stage with stairs	Per Sq. Ft.
7	Stage fabrication with Iron base (as per the required size, height and fencing)	-	Per Sq. Ft.
8	Stage Lamination	Laminated stage surface	Per Sq. Ft.
9	Stage Chairs	Chairs for dignitaries	Per Unit
10	Stage Tables	Tables for dignitaries	Per Unit
11	Stage Carpet & Skirt	Carpet & fabric skirting	Per Sq. Ft.
12	Stage Podium	Standard/premium podium	Per Unit
13	VIP Seating	Sofa/chairs with cushions	Per Unit
14	VIP Tables	Tables for VIP seating	Per Unit
15	Participant Seating	Chairs & tables with covers	Per Unit
16	Single seater sofa (Leather) (In any required color as per theme)	-	Nos.
17	3 seater Sofa (Black, White, Beige, Green and Gray) (In any required color as per theme)	-	Nos.
18	Glass Tables (Round/Rectangle)	-	Nos.
19	Wooden Table (Round/Rectangle)	-	Nos.
20	High Back Chair with (Black, White, Beige, Green and Gray) Covers	-	Nos.
21	Round Iron Table with Cover	-	Nos.
22	Floor Carpeting (Premium / VIP)	High-density VIP carpet	Per Sq. Ft.
23	Red Carpet (Premium)	VIP / protocol use	Per Running Ft.
24	Complete Venue lighting	Moving head	Per Unit
25	Complete Venue lighting	Tower Lights	Per Unit
26	Complete Venue lighting	Sogo lights (200 watts)	Per Unit
27	Complete Venue lighting	SMD Lights (150 Watts)	Per Unit
28	Complete Venue lighting	Laser Lights	Per Unit
29	Complete Venue lighting	Skybeam 3500 watts	Per Unit
30	Lighting Truss System	Aluminum/steel truss	Per Running Ft.
31	Stage Lighting Truss	Overhead truss grid	Per Set
32	Spot / Stage Lights	Focus lights	Per Unit
33	LED Uplighters	Wall & backdrop lighting	Per Unit

Sr. No.	Item name	Specifications / dimensions	UOM
34	Neon Lights	-	Per Unit
35	Lighting Work (SMD,COB, Focus, Rope)	-	Sqft
36	Electric Work	-	Sqft
37	Truss installation	-	Sqft
38	Truss Lighting (Moving Beams, SMD Parcans, Flickers)	-	Sqft
39	Floral decoration Work	-	Sq Ft
40	Flower Bouquet (Full Size)	-	Nos.
41	Flowering Standing Arrangement	-	Nos.
42	Fresh Flower Arrangement	Stage & venue flowers	Per Event
43	Mineral Water (Small)	Bottled water	Per Unit
44	Mineral Water (Large)	Bottled water	Per Unit
45	Tea with Cookies	5-Star Tea & snacks	Per Person
46	Coffee with Cookies	5-Star Coffee & snacks	Per Person
47	High Tea (Standard)	5-Star Tea & light snacks	Per Person
48	High Tea (Premium)	5-Star Tea/coffee & assorted snacks	Per Person
49	Lunch (Chicken)	5-Star One-dish packed/served	Per Person
50	Lunch (Mutton)	5-Star One-dish packed/served	Per Person
51	Lunch Box (Standard)	5-Star Packed lunch	Per Box
52	Lunch Box (Premium)	5-Star Packed lunch with sides	Per Box
53	Crockery & Cutlery	Event crockery set	Per Person
54	Reception Desk (Branded)	Registration/reception counter	Per Unit
55	Media Desk - L 10' x W 16' X H 2'	-	Complete Job
56	Backdrop	Star-flex	Per Sq. Ft.
57	Vinyl	Laminated	Per Sq. Ft.
58	Side Wings	Left & right branding wings	Per Sq. Ft.
59	Branding Panels (3×6 ft)	star-flex panels	Per Unit
60	Standee (3×6 ft)	Roll-up standee	Per Unit
61	Standee (2×5 ft)	Framed standee	Per Unit
62	Streamer	3×6 ft branding streamer	Per Unit
63	Drop-Down Branding	Hanging branding unit	Per Sq. Ft.
64	Media Wall	Branded media backdrop	Per Sq. Ft.
65	Feedback Wall	Participant feedback wall	Per Sq. Ft.
66	Signature Wall	Signing wall	Per Sq. Ft.
67	Wooden Frame for branding	-	Per Sq. Ft.
68	Iron Frame for branding	-	Per Sq. Ft.
69	3D Letter Cut-outs	Acrylic cut-outs	Per Unit
70	3D Models	Acrylic models	Per Unit
71	Booth / Stall	Display & promotion booth	Per Unit
72	Custom Fabricated Stall	fully custom-designed and fabricated exhibition stall/booth, turnkey, per unit as per department requirement	Per sq. Ft.
73	Outdoor Branding	Star-flex	Per Sq. Ft.
74	Branding Collaterals	Flex/digital branding	Per Unit
75	PVC wooden Floor Installation	-	Sqft
76	Paint Work	-	Sqft
77	Vinyl Pasting	-	Sqft
78	Table Name Branding	Table-top name branding (flex/acrylic)	Per Unit
79	MDF Fabrication (walls, Counters, Cutouts, Photo booth, inauguration button)	-	Sqft

Sr. No.	Item name	Specifications / dimensions	UOM
80	Acrylic fabrication with back lit (Structure, Cutouts, Logos, Photo booth, Inauguration button)	-	Sqft
81	Velvet Panels (10'X4') (In any required color as per theme)	-	Per Unit
82	Entry Arch	Fabricated entry arch with branding	Per Unit
83	SMD Screen	High-resolution LED	Per Sq. Ft.
84	Digital Standee	LED digital display	Per Unit
85	LED Screen 55" with horizontal or vertical stand	-	Nos.
86	Collar Mic	Presenter mic	Per Unit
87	Cordless Mic	Wireless mic	Per Unit
88	Podium Mic	Fixed podium mic	Per Unit
89	Multimedia / Projector	Presentation display	Per Unit
90	Sound System	Complete PA system	Per Unit
91	OB Coverage	7-camera live setup with broadcasting facility (all camera crew must have VVIP protocol clearance)	Per Event
92	Walkie-Talkie	Coordination device	Per Unit
93	Invitation Card	300-gsm texture card with Envelope	Per Unit
94	Badge Holders & Lanyards	ID holders with lanyards	Per Unit
95	Event Brochure (Per Page)	128–150 gsm	Per Unit
96	File / Folder	Branded file	Per Unit
97	Writing Pad	Branded pad	Per Unit
98	Ballpoint	Branded pen	Per Unit
99	Certificates	Design & printing	Per Unit
100	Air Conditioning Charges	System per day	Per Unit
101	Portable Heaters	Electric / gas heaters for winter events	Per Unit
102	Generator	Generator with fuel & backup	Per Unit
103	Wi-Fi / Internet	As per participant strength	Per Event
104	Gazebo (12×12)	Complete gazebo setup	Per Unit
105	Kanaat	Fabric partitions	Per Unit
106	Tent	Standard event tent	Per Unit
107	Canopies	-	Per Sq. Ft.
108	Marquee 100' x 100'	Dining / event marquee	Per Day
109	Chief Guest Shield	Protocol shield	Per Unit
110	Plastic Shield	Standard shield	Per Unit
111	Wooden Shield	Premium shield	Per Unit
112	Bouquet	Fresh flower bouquet	Per Unit
113	Printed USB (32 GB)	Data storage	Per Unit
114	Printed Mug	Standard Quality	Per Unit
115	Printed Key Chain	Standard Quality	Per Unit
116	Printed Metal Pen	Standard Quality	Per Unit
117	Printed Carry Bags	Standard Quality	Per Unit
118	Printed Water Bottle	Standard Quality	Per Unit
119	Documentary making / video making	Video documentary (all camera crew must have VVIP protocol clearance)	Per Minute
120	Event Photography	Full event coverage (all camera crew must have VVIP protocol clearance)	Per Event
121	Event Video Coverage	Video recording (all camera crew must have VVIP protocol clearance)	Per Event

Sr. No.	Item name	Specifications / dimensions	UOM
122	Event Testimonials	Guest messages (all camera crew must have VVIP protocol clearance)	Per Event
123	Drone	Full event coverage (all camera crew must have VVIP protocol clearance)	Per Event
124	Event Photography	Full event coverage (Non CM/PM event)	Per Event
125	Event Video Coverage	Video recording (Non CM/PM event)	Per Event
126	Event Testimonials	Guest messages (Non CM/PM event)	Per Event
127	Drone	Full event coverage (Non CM/PM event)	Per Event
128	Event Report	Comprehensive report	Per Event
129	National Flag (Pakistan)	Event-use flag	Per Unit
130	Organizational Table-Top Flags	Flags with base	Per Unit
131	Quepole Golden or Silver stand with red or black rope	-	Nos.
132	Labor Cost	Complete setup support	Per Event
133	Event Management Charges	Overall management	Per Event
134	Visa Processing Services	Facilitation charges	Per Person
135	Air Ticketing Services	Booking facilitation	Per Person
136	Naat Khawan	Naat recitation (as per protocol)	Per Event
137	Tilawat Khawan	Quran recitation (as per protocol)	Per Event
138	Ushers A Class with uniform (Shirt, pants, Formal Coat, Tie and shoes) of required color	-	Nos.
139	MC- Female/Male Host	A-Category	Per Event
140	Mentors	Mentors for sessions / panels	Per Session
141	Trainers	Trainers for workshops / trainings	Per Session
142	Event Concept Development	-	Per Event
143	Floor Plan / Seating Plan Layout	-	Per Event
144	3D Visualization / Event Render	-	Per View
145	Show Flow / Run of Show	-	Per Event
146	Cue Sheet / Technical Script	-	Per Event
147	Rehearsal Charges	-	Per Session
148	Stage Manager	-	Per Event
149	Loading / Unloading Labor	-	Per Event
150	Installation Charges	-	Per Event
151	Dismantling Charges	-	Per Event
152	Intercity Transportation	-	Per KM
153	Material Handling / Shifting	-	Per Event
154	Venue Cleaning /Housekeeping	-	Per Event
155	Waste Disposal / Post Event Cleaning	-	Per Event
156	Registration Desk Staff	Per day	Nos.
157	Same Day Edit	Content & post-event	Per Event
158	Event Highlight Video	Content & post-event	Per Event
159	Social Media Reels / Shorts	-	Per Video
160	Photo Editing & Album Delivery	-	Per Event
161	Media Monitoring / Clipping Report	-	Per Event
162	Post Event Report with Analytics	-	Per Event
163	Ribbon Cutting Setup	-	Per Event
164	Ceremonial Scissors	-	Per Unit
165	Curtain Reveal Mechanism	-	Per Event
166	Countdown Timer Screen Content	-	Per Event
167	Confetti Blast	-	Per Unit

Sr. No.	Item name	Specifications / dimensions	UOM
168	VIP Lounge Setup	-	Per Event
169	Water Dispenser	-	Nos.
170	Coffee/Tea vending Machine	-	Nos.
171	Deep freezer	-	Nos.
172	Carriage (Transportation of material (Outside Lahore and in entire Punjab))	-	Kilo Meters
173	Workshop Setup	Complete setup for a workshop (AV, furniture, materials, décor)	Per unit
174	Designing of Posters	-	Per Unit
175	Designing of Brochures	-	Per Unit
176	Over All Event Designing	-	Per Event
177	Designing of Leaflets (Front only and Front Back both)	A5	Per Unit
178	Designing of Brand Book (50 pages & 100 Pages)	A5	Per page
179	Designing of White Papers	A4	Per page
180	Info graphics (Per second)	2D	Per second
181	Info graphics (Per second)	3D	Per second
182	Info graphics (Per second)	2D/3D Animated	Per second
183	Blogs (Unit rate will be quoted on the basis of per word)	Tier 1 Blogs	Per word
184	Social Media means Facebook, LinkedIn, Twitter, Page, content development.	-	Per impression
185	Organize High level Press Conference of each event	10 X Tier-1 Media group covering the PC per event	Per Event
186	Intensive Media Coverage of the events	10 X Tier-1 of newspaper and TV channels covering the event per event	Per Event
187	Press Ads	English & Urdu Tier 1 newspapers	Per Unit
188	Publication of Advertorials	-	Per Unit
189	Designing of Banners/Streamers	3x10 Feet	Per Event
190	Active Presence/live streaming on Facebook with Blackmagic device	Per day activity charges including all social media platforms per day	Per Event
191	Newsletter designing	-	Per page
192	Flamethrowers	-	Per Unit
193	Hologram	-	Per Unit
194	RoboDogs	For Launch Event	Per Unit
195	HoloBox	-	Per Unit
196	Humanoid	For Launch Event	Per Unit
197	Laser lights	100 watts minimum	Per Unit
198	Wi-Fi dongles	-	Per Unit
199	VVIP plaque	Lamination Sheets, as per the agreed design	Per Unit
200	Fuel for Transportation	-	Per litre
201	Hard Drive	500 GB	Per Unit
202	Hard Drive	1 TB	Per Unit

Part III – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

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Section VIII - General Conditions of Contract

A. General Provisions

1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) The Adjudicator is the person appointed jointly by the Employer and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder;

(b) "Priced Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;

(c) "Bank" means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;

(c) "Association" means the International Development Association, Washington, D.C., U.S.A.;

(d) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer;

(e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of the Contract Agreement;

(f) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(g) "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration;

(h) "Employer" means the party who employs the Service Provider;

(i) "Employer's Personnel" means all staff, labor and other employees of the Employer engaged in fulfilling the Employer's obligations under the Contract; and any other personnel identified as Employer's Personnel, by a notice from the Employer to the Service provider;

(j) "ES" means Environmental and Social, as applicable, (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));

(k) "Foreign Currency" means any currency other than the currency of the country of the Employer;

(l) "GCC" means these General Conditions of Contract;

(m) "Government" means the Government of the Employer's Country;

(n) "Local Currency" means the currency of the country of the Employer;

(o) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract;

(p) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;

(q) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;

(r) "Service Provider's Personnel" means all personnel whom the Service Provider utilizes in the execution of the Services, including the staff, labor and other employees of the Service Provider and each Subcontractor; and any other personnel assisting the Service Provider in the execution of the Services;

(s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

(t) "Specifications" means the specifications of the Services included in the Contract, and any additions and modifications to the specifications in accordance with the Contract;

(u) "Services" means the work to be performed by the Service Provider pursuant to the Contract;

(v) "Sexual Exploitation and Abuse" "(SEA)" means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

(w) "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Service Provider's Personnel with other Service Provider's Personnel or Employer's Personnel;

(x) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of the Employer's Country, unless otherwise **specified in the Special Conditions of Contract (SCC).**

1.3 Language This Contract has been executed in the language **specified in the SCC,** which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC.**

1.5 Location The Services shall be performed at such locations as are specified in Appendix A, in the Specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.

1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC.**

1.7 Inspection and Audit by the Bank Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider 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 procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Service Provider's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.10 (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).

1.8 Taxes and Duties The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**

2.2 Commencement of Services

2.2.1 Program Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. Such submission to the Employer shall include any applicable environmental and social management plan to manage environmental and social risks and impacts.

The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**

2.3 Intended Completion Date Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

2.4.1 Value Engineering The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

(a) the proposed change(s), and a description of the difference to the existing contract requirements;

(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Employer may incur in implementing the value engineering proposal; and

(c) a description of any effect(s) of the change on performance/functionality.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

(a) accelerates the delivery period; or

(b) reduces the Contract Price or the life cycle costs to the Employer; or

(c) improves the quality, efficiency, safety or sustainability of the services; or

(d) yields any other benefits to the Employer,

without compromising the necessary functions of the Services.

If the value engineering proposal is approved by the Employer and results in:

(a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or

(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

(a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;

(b) if the Service Provider become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Service Provider, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of Attachment 1 to the GCC, in competing for or in executing the Contract

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or

(b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Suspension of Loan or Credit

In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

(a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.

(b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

2.6.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Service Provider's Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Priced Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.

The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of the Service Provider's Personnel employed for the execution of Services at the locations in the Employer's country where the Services are executed.

If **required in the SCC**, the Service Provider shall submit to the Employer for its approval a health and safety manual which has been specifically prepared for the Contract.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

The health and safety manual shall set out any applicable health and safety requirement under the Contract,

(a) which may include:

(i) the procedures to establish and maintain a safe working environment;

(ii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from natural or man-made hazards);

(iii) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,

(iv) the measures to be implemented to avoid or minimize the spread of communicable diseases; and

(b) any other requirements stated in the Employer's Requirements.

The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer,

and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

The Service Provider shall require that its Subcontractors execute the Services in accordance with the Contract, including complying with applicable ES requirements and the obligations set out in GCC Sub-Clause 3.12.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Service Provider's Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any business or professional activity that would conflict with the activities assigned to them under this Contract. The Service provider has an obligation and shall ensure that its Service Provider's Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC;** and (b) at the Employer's request, shall provide evidence to the Employer showing

that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Employer's Prior Approval

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services,

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),

(c) changing the Program of activities; and

(d) any other action that may be **specified in the SCC.**

Submission by the Contractor for the Employer's approval, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix I- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration.

3.6 Reporting Obligations

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

If specified in Appendix B, the reporting requirements shall include applicable environmental and social aspects.

If stated in the SCC, the reports shall include status of compliance to cyber security risks management, and any foreseeable cyber security risk and mitigation

The Service Provider shall inform the Employer immediately of any allegation, incident or accident in the locations in the Employer's country where the Services are executed, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Service Provider's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; any cyber security incidents **as specified in the SCC**; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Service Provider, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Employer of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Services which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Service Provider's, its Subcontractors'

and suppliers' Personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Service provider shall provide full details of such incidents or accidents to the Employer within the timeframe agreed with the Employer.

The Service Provider shall require its Subcontractors and suppliers to immediately notify the Service Provider of any incidents or accidents referred to in this Sub- Clause.

3.7 Documents Prepared by the Service Provider to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC.**

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC.** The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**

3.9 Performance Security

If required as **specified in the SCC**, the Service Provider shall provide to the Employer a Performance Security for the performance of the Contract, in the amount **specified in the SCC** and no later than the date specified in the Letter of acceptance.

As **specified in the SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Employer; and shall be in one of the format stipulated by the Employer in the **SCC**, or in another format acceptable to the Employer.

The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

3.10 Fraud and Corruption

The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the Attachment 1 to the GCC.

The Employer requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process 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.

3.11 Sustainable Procurement

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

3.12 Code of Conduct

The Service Provider shall have a Code of Conduct for the Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided.

The Service Provider shall take all necessary measures to ensure that each Service Provider's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Service Provider's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Service Provider shall also ensure, as applicable, that the Code of Conduct is visibly displayed in locations in the Employer's country where the Services are executed as well as in areas outside the locations accessible to the local community and any project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Service Provider's Personnel, Employer's Personnel and the local community.

The Service Provider's Management Strategy and Implementation Plans, as applicable, shall include appropriate processes for the Service Provider to verify compliance with these obligations.

3.13 Training of Service Provider's Personnel

The Service Provider shall provide appropriate training to its relevant personnel on any applicable ES aspects of the Contract, including appropriate sensitization on prohibition of SEA/SH.

As stated in the Employer's Requirements or as instructed by the Employer, the Service Provider shall also allow appropriate opportunities for the relevant Service Provider's Personnel to be trainedon applicable ES aspects of the Contract by the Employer's Personnel and/or other personnel assigned by the Employer.

The Service Provider shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Service Provider's Personnel.

3.14 Security of the Site

Unless stated otherwise in the SCC, the Service Provider shall be responsible for the security at the locations in the Employer's country where the services are carried out including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

If required in the SCC, prior to the Starting Date for the commencement of Services, the Service Provider shall submit for the Employer's No-objection a security management plan that sets the security arrangements for the locations in the Employer's country where the Services are executed.

In making security arrangements, the Service Provider shall be guided by applicable laws and any other requirements that may be stated in the Employer's Requirements.

The Service Provider shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards the Service Provider's personnel, Employer's personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Employer's Reqquirements.

The Service Provider shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

3.15 Protection of the Environment

As applicable, the Service Provider shall take all necessary measures to:

i. protect the environment (both on and off the locations where the Services are executed) from damages resulting from its operations/and or activities; and

ii. limit damage and nuisance to people and property resulting from pollution, noise and other results of the Service Provider's operations and/ or activities.

The Service Provider shall ensure that any emissions, surface discharges, effluent and any other pollutants from the its activities shall exceed neither the values that may be indicated in the Employer's Requirements, nor those prescribed by applicable laws.

In the event of damage to the environment, property and/or nuisance to people, on or off the locations where the Services are carried out, as a result of the Service Provider's operations and/or activities, the Service Provider shall agree with the Employer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Service Provider shall implement such remedies at its cost to the satisfaction of the Employer.

3.16 Cyber Security

Pursuant to the SCC, the Service Provider, including its Subcontractors/suppliers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Service Provider, including its Subcontractors/ suppliers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.

3.17 Cultural Heritage Findings

All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural, religious interest found on the locations in the Employer's country where the Services are carried out shall be placed under the care and custody of the Employer.

As soon as practicable after discovery of any such finding, the Service Provider shall give a notice to the Employer, to give the Employer the opportunity to promptly inspect and/or investigate the finding before it is disturbed and to issue instructions for dealing with it.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel

and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

(b) The Employer may require the Service Provider to remove (or cause to be removed) a Service Provider's Personnel, who:

(i) persists in any misconduct or lack of care;

(ii) carries out duties incompetently or negligently;

(iii) fails to comply with any provision of the Contract;

(iv) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;

(v) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Contract;

(vi) has been recruited from the Employer's Personnel;

(vii) undertakes behavior which breaches the Code of Conduct (ES), as applicable.

As appropriate, the Service provider shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Employer to remove or cause to remove any person, the Service provider shall take immediate action as appropriate in response to any violation of (i) through (vii) above. Such immediate action shall include removing (or causing to be removed) from the locations where the Services are carried out , any Service Provider's Personnel who engages in (i), (ii), (iii), (iv), (v) or (vii) above or has been recruited as stated in (vi) above.

(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4.3 Service Provider's Personnel

Engagement of Service Provider's Personnel

The Service Provider shall make arrangements for the engagement of the Service Provider's Personnel.

The Service Provider is encouraged, to the extent practicable and reasonable, to use local labor that has the necessary skills.

Subject to GCC 5.1, the Service Provider shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for

the entry of all personnel to be employed for the Services into the Employer's country.

The Service Provider shall at its own expense provide the means of repatriation to all of its personnel employed for the execution of the Services to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure.

Persons in the Service of Employer

The Service Provider shall not recruit, or attempt to recruit, staff and labor from amongst the Employer's Personnel.

Labor Laws

The Service provider shall comply with all the relevant labor laws applicable to the Service Provider's Personnel, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

The Service Provider shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.

The Service Provider shall, in all dealings with its personnel currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.

Rates of Wages and Conditions of Labor

The Service Provider shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the Service is carried out. If no established rates or conditions are applicable, the Service Provider shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Service Provider.

The Service Provider shall inform the Service Provider's Personnel about their liability to pay personal income taxes in the Employer's country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the country for the time being in force, and the Service provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.

Facilities for Service Provider's Personnel

If **stated in the SCC and subject to GCC Sub-Clause 5.3**, the Service Provider shall provide and maintain all necessary accommodation and welfare facilities for the Service Provider's Personnel employed for the execution of the Contract at the locations in the Employer's country where the Services are provided.

In the event of the death of any of the Service Provider's Personnel or accompanying members of their families, the Service Provider shall be

responsible for making the appropriate arrangements for their return or burial, unless otherwise specified in the SCC.

Workers' Organizations

In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Service Provider shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Service Provider shall enable alternative means for the service provider's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Service Provider shall not seek to influence or control these alternative means. The Service Provider shall not discriminate or retaliate against the Service Provider's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

Non-Discrimination and Equal Opportunity

The Service Provider shall not make decisions relating to the employment or treatment of Service Provider's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Service Provider shall base the employment of Service Provider's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Service Provider shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with this Sub-Clause).

Forced Labor

The Service Provider, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the

threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

Child Labor

The Service Provider, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Service Provider, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Service Provider including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Service Provider with the Employer's consent. The Service Provider shall be subject to regular monitoring by the Employer that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

(a) with exposure to physical, psychological or sexual abuse;

(b) underground, underwater, working at heights or in confined spaces;

(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;

(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or

(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

5. Obligations of the Employer

5.1 Assistance and Exemptions The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

5.2 Change in the Applicable Law If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between

the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

6.2 Contract Price

(a) The price payable in local currency is **set forth in the SCC.**

(b) The price payable in foreign currency is set **forth in the SCC.**

6.3 Payment for Additional Services, and Performance Incentive Compensation

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 **If the SCC so specify,** the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

6.4 Terms and Conditions of Payment Payments will be made to the Service Provider according to the payment schedule **stated in the SCC. Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC.** Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5 Interest on Delayed Payments If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC.** If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$\mathbf{P_c = A_c + B_c\ Lmc/Loc + C_c\ Imc/Ioc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and

Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days before Bid opening for labor; both in the specific currency "c".

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency "c".

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Zo/Zn will be applied to the respective component factor of pn for the formula of the relevant currency. Zo is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Zn is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC.** The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to

uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

(b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.

(c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC,** together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 Unless otherwise agreed by both the Employer and the Service Provider, arbitration shall be conducted as follows:

(a) For contracts with foreign Service Providers:

unless otherwise specified in the SCC; the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce; by one or three arbitrators appointed in accordance with these Rules. The place of arbitration shall be

the neutral location **stated in the SCC**; and the arbitration shall be conducted in the ruling language **stated in the SCC**;

and

(b) For contracts with national Service Providers, arbitration with proceedings conducted in accordance with the laws of the Employer's country.

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

ATTACHMENT 1

Fraud and Corruption

(Text in this Attachment 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 misprocurement, if the Bank determines at any

time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or 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 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 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 IX - Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words "in the Government's country" are amended to read "in ***Pakistan***"
1.1(a)	The Adjudicator is Secretary, Transport & Masstransit Department, Government of the Punjab.
1.1(e)	The contract name is Hiring of Event & Training Management Firm – Non-Consulting under Time-Based Framework Contract (RFB No. PK-T&MD PIU-576351-NC-RFB).
1.1(h)	The Employer is Program Implementation Unit – Punjab Clean Air Program (PIU-PCAP), Transport & Masstransit Department (T&MD), Government of the Punjab.
1.1(o)	The Member in Charge is _____
1.1(q)	The Service Provider is _____
1.2	The Applicable Law are ***Contract Act 1872 & Arbitration Act, 1940***
1.3	The language is ***English***
1.4	The addresses are: Employer: PIU-PCAP, Transport & Masstransit Department, Government of the Punjab Attention: Program Coordinator, PIU-PCAP Telephone: [insert telephone No.] E-mail: pms.pcap@gmail.com Address: [insert office address of PIU-PCAP], Lahore Service Provider: Attention: Telephone: E-mail:
1.6	The Authorized Representatives are: For the Employer: Program Coordinator, PIU-PCAP For the Service Provider:
2.1	The date on which this Contract shall come into effect is from date of signing the agreement.
2.2.2	The Starting Date for the commencement of Services from the date of signing of contract.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.3	The Intended Completion Date is three (03) years from the date of signing of the Contract, or upon exhaustion of the Contract Ceiling, whichever occurs earlier.
2.4.1	**Not Applicable**
3.1	A Health and Safety manual is not required; however, the Service Provider shall submit an event-specific Health, Safety & Emergency Plan with the Event Plan for each Work Order, as specified in Section VII.
3.2.3	Activities prohibited after termination of this Contract are; as listed at SCC 3.7.
3.4	The insurance coverage against the risks shall be: (i) third-party/public liability insurance for events with a minimum coverage of PKR 10 million per occurrence; (ii) workers' compensation/accident insurance for the Service Provider's Personnel; and (iii) insurance of the Service Provider's own equipment, all at the Service Provider's cost.
3.5(d)	The other actions are: The Service Provider shall not disclose any information or share documents/reports/maps/designs/manuals and/or software etc. for purposes unrelated to this Contract, to any third or unrelated party or media, without the prior written approval of the Employer.
3.6	**Not Applicable**
3.7	Restrictions on the use of documents prepared by the Service Provider are: The Service Provider shall not use or retain the documents/reports/ maps/designs/manuals and/or software etc. for purposes unrelated to this Contract without the prior written approval of the Employer.
3.8.1	The liquidated damages rate is 0.5% of the value of the relevant Work Order per day of delay in completion of setup/submission of the event deliverables specified in Section VII. In addition, items not provided or not conforming to the approved Work Order shall not be paid for, and liquidated damages of 10% of the value of such items shall be deducted. The maximum amount of liquidated damages for the whole Contract is 10% of the Contract Ceiling. Liquidated damages will be applicable with the issuance of a written notification to the Service Provider from the Employer each time upon observing non-compliance/performance issues, notwithstanding exceptional cases which shall be decided by the Employer.
3.8.3	Not Applicable
3.9	The Service Provider shall provide a Performance Security of 10% of the Contract Price (Contract Ceiling stated in SCC 6.2(a)) in the form of an unconditional bank

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	guarantee from a scheduled bank, within twenty-eight (28) days after the issuance of the Letter of Acceptance. The Performance Security shall be denominated in Pak Rupees. The Performance Security shall be in the name of Program Coordinator, PIU-PCAP, Transport & Masstransit Department, Government of the Punjab. The Performance Security shall be valid until 28 days after the completion of the Contract. The Performance Security shall be released after satisfactory completion of all Work Orders and final settlement of accounts. The form of acceptable Performance Security shall be the form included in Section X, Contract Forms.
5.1	The assistance and exemptions provided to the Service Provider are: Access to information which is not subject to confidentiality; Facilitation letters to venues/authorities "as required"; Reasonable access to the counterpart staff/focal persons; and Any other assistance as mentioned in Section VII – Employer's Requirements.
6.2(a)	This is a Time-Based (rate-based) Framework Contract. The Contract Ceiling is PKR _____ (inclusive of all applicable taxes). Payments shall be made on the basis of actual quantities executed and verified under approved Work Orders at the unit rates of the Priced Activity Schedule. The Employer is not bound to utilize the full Contract Ceiling.
6.4	Payment shall be made against each completed Work Order, subject to the following: The Service Provider shall submit, in duplicate, an itemized invoice for each Work Order at the contracted unit rates, accompanied by the approved Work Order and Event Plan, the jointly signed setup checklist/verified quantity sheet, the Post-Event Report, and receipts for reimbursable items (where applicable). Payment shall be subject to verification of quantities and issuance of a completion/satisfactory performance certificate by the Employer's focal person. Should the certification not be provided, or be refused in writing by the Employer, within one month of submission of the complete documents, the certification will be deemed to have been provided. No advance payment shall be made. Applicable taxes shall be deducted at source in accordance with the law. The Service Provider shall also provide a certificate, every three months, that the staff employed under the Contract have received all their payments including salaries.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.5	Payment against deliverables shall be made within Sixty (60) days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within Sixty (60) days in the case of the final payment. The interest rate is 0.01%+ per annum KIBOR
6.6.1	Price adjustment is ***Not Applicable.***
7.1	The principle and modalities of inspection of the Services by the Employer shall be as per Section VII – Employer's Requirements (joint inspection of setup before each event and verification of quantities after the event).
8.2.3	The Adjudicator is Secretary, Transport & Masstransit Department, Government of the Punjab.
8.2.4	Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration. The arbitration shall be conducted in accordance with and shall be governed by the Arbitration Act, 1940 (or any amendment or re-enactment thereof). The arbitration shall be conducted at Lahore, Pakistan and shall be a condition precedent to any litigation or court proceedings. The language of any arbitration and an award thereof under this Contract shall be English.
8.2.5	The designated Appointing Authority for a new Adjudicator is Secretary, Transport & Masstransit Department, Government of the Punjab.

Appendices

Appendix A - Description of the Services

As detailed in Section VII – Employer's Requirements (Scope of Services, Work Order Procedure and Timelines, Deliverables, Quality, HSE and E&S requirements, and the List of Services/Item List), which shall form part of this Contract.

Appendix B - Schedule of Payments and Reporting Requirements

Payments shall be made per completed Work Order as per SCC 6.4. Reports: Event Plan (within 48 hours of Work Order), Setup Completion Checklist (before each event), Post-Event Report (within 7 working days after each event), Quarterly Progress Report and Contract Completion Report, all to be submitted to the Program Coordinator, PIU-PCAP, in hard and soft form.

Appendix C - Key Personnel and Subcontractors

C-1 Not Applicable.

C-2 Not Applicable.

C-3 Subcontractors (if any) as approved by the Employer in accordance with GCC 3.5 (to be listed at Contract signing).

C-4 Key local Personnel: Project Manager, Training Coordinator, AV/Technical Lead and Production/Fabrication Lead, as proposed in the Bid (names to be inserted at Contract signing).

Appendix D—Breakdown of Contract Price in Foreign Currency(ies)

Not Applicable

List here the elements of cost used to arrive at the breakdown of the lump-sum price—foreign currency portion:

1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).

2. Reimbursable expenditures.

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix E - Breakdown of Contract Price in Local Currency

The unit rates of the Priced Activity Schedule submitted with the Bid (inclusive of all applicable taxes) shall be used for all Work Orders issued under this Contract.

Appendix F - Services and Facilities Provided by the Employer

Work Orders and timely approvals; official logos, content, participant lists and protocol details; facilitation letters to venues/authorities; and a designated focal person for each Work Order.

Appendix G - Performance Incentive Compensation Appendix

Not Applicable.

Appendix H- CODE OF CONDUCT FOR SERVICE PROVIDER's PERSONNEL

Appendix I- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors

[The following table shall be filled in by each subcontractor proposed by the Contractor, that was not named in the Contract]

Subcontractor's Name: *[insert full name]*
Date: *[insert day, month, year]*
Contract reference *[insert contract reference]*
Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
We: ☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ☐ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.
[*If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*

Name of the Subcontractor_____

Name of the person duly authorized to sign on behalf of the Subcontractor_____

Title of the person signing on behalf of the Subcontractor_____

Signature of the person named above_____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date signed _____ day of _____, _____

Section X - Contract Forms

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Notification of Intention to Award

[*This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid unless the Bidder has previously received notice of exclusion from the process at an interim stage of the procurement process*]

[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.]

DATE OF TRANSMISSION: This Notification is sent by: [*email/fax*] on [*date*] (local time)

Notification of Intention to Award
Employer: *[insert the name of the Employer]*
Project: *[insert name of project]*
Contract title: *[insert the name of the contract]*
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]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

a) request a debriefing in relation to the evaluation of your Bid, and/or

b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	[*insert name of successful Bidder*]
Address:	[*insert address of the successful Bidder*]
Contract price:	[*insert contract price of the successful Bid*]
Total combined score:	*[insert the total combined score of the successful Bidder]*

2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid, Bid prices as read out and evaluated, technical scores and combined scores.]*

of Bidder	Technical Score	Bid price	Evaluated Bid cost (if applicable)	Combined Score
[*insert name*]	*[insert Technical score]*	[*insert Bid price*]	[*insert evaluated cost*]	*[insert combined score]*
[*insert name*]	*[insert Technical score]*	[*insert Bid price*]	[*insert evaluated cost*]	*[insert combined score]*
[*insert name*]	*[insert Technical score]*	[*insert Bid price*]	[*insert evaluated cost*]	*[insert combined score]*
[*insert name*]	*[insert Technical score]*	[*insert Bid price*]	[*insert evaluated cost*]	*[insert combined score]*
[*insert name*]	*[insert Technical score]*	[*insert Bid price*]	[*insert evaluated cost*]	*[insert combined score]*

3. Reason/s why your Bid was unsuccessful *[Delete if the combined score already reveals the reason]*

[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.]

4. 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 Award.

Provide the contract 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 Employer*]

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 Contract Award Notice.

5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [*insert date*] (local time).

Provide the contract 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 Employer*]

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 award the contract. 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)(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" 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 Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. 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 Award.

The Standstill Period may be extended. as stated in Section 4 above. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will

notify you of the extension.

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

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

RFB No.: [*insert number of RFB process*]
Request for Bid No.: [*insert identification*]

To: **[*insert complete name of Employer*]**

In response to your request in the Letter of Acceptance *dated [insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]"

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*]_____

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** 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.

Letter of Acceptance

[letterhead paper of the Employer]

[date]

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

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with ITB 45.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the bidding document.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a mane for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a mane for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bid Data Sheet]*,

or

We accept that *[name proposed by Bidder]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by Bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with ITB 47.1

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract

Contract Agreement

This AGREEMENT is made the *[day]* day of the month of *[month], [year]*, between, on the one hand, *[name of Employer]* (hereinafter called the "Employer") and, on the other hand, *[name of Service Provider]* (hereinafter called the "Service Provider").

[***Note**: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows:* "…(hereinafter called the "Employer") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider's obligations under this Contract, namely, *[name of Service Provider]* and *[name of Service Provider]* (hereinafter called the "Service Provider").]

WHEREAS

(a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of……;

(c) the Employer has received [*or* has applied for] a loan from the International Bank for Reconstruction and Development (hereinafter called the "Bank") [*or* a credit from the International Development Association (hereinafter called the "Association")] towards the cost of the Services and intends to apply a portion of the proceeds of this loan [*or* credit] to eligible payments under this Contract, it being understood (i) that payments by the Bank [*or* Association] will be made only at the request of the Employer and upon approval by the Bank [*or* Association], (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan [*or* credit], and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the loan [or credit] or have any claim to the loan [*or* credit] proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

(a) the Letter of Acceptance;

(b) the Letter of Bid;

(c) the Special Conditions of Contract;

(d) the General Conditions of Contract;

(e) the Specifications;

(f) the Priced Activity Schedule; and

(g) The following Appendices: [***Note**: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation

Appendix H: Code of Conduct for Service Provider's Personnel

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

(a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of on the day, month and year indicated above.

For and on behalf of the Employer:

Signed: *[insert signature]*

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

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

For and on behalf of the Service Provider:

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

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

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

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 Employer]*

Date: *_ [Insert date of issue]*

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] ( ) [insert amount in words],1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, 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 Letter of Acceptance, 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. The Service Provider should note that in the event of an extension of this date for completion of the Contract, the Service Provider would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Service Provider 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."*

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.

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[signature(s)]

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

Advance Payment Security (Not Applicable)

[Guarantor letterhead or SWIFT identifier code]

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

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]*

We have been informed that *[insert name of Service Provider, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into 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 Non-Consulting 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 Services; 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]*.

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.

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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 Employer.*

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.

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[signature(s)]

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