



REQUEST FOR QUOTATIONS

Selection of Creative Agency for Design, Media Production, and Publication Services

Country:	Pakistan
Project Name:	Digital Economy Enhancement Project
Implementing Agency:	Ministry of Information Technology and Telecommunication
Loan No:	75140-PK
Project ID No:	P174402
RFQ/ STEP Ref. No.	PK-MOITT-543489-NC-RFQ

May 06, 2026

Section I
Invitation for Quotations

Country: Pakistan
Name of Project: Digital Economy Enhancement Project
Contract(s) Title: Selection of Creative Agency for Design, Media Production, and Publication Services
Loan No./Credit No. / : 75140-PK
RFQ/ STEP Reference No.: PK-MOITT-543489-NC-RFQ

1. The **Islamic Republic of Pakistan** has received financing from the World Bank toward the **Digital Economy Enhancement Project (DEEP)** and intends to apply part of the proceeds toward payments under the Purchase Order(s)/ Agreement(s) “PO” for **Selection of Creative Agency for Design, Media Production, and Publication Services**. This procurement process will be conducted in accordance with the Request for Quotations “RFQ” method as specified in the World Bank’s “**Procurement in Investment Project Financing, Goods, Works, Non-Consulting and Consulting Services, Fifth Edition, September 2023**” (“Procurement Regulations”) and is open to all eligible Bidders/ Firms/ Service Providers as defined in the Procurement Regulations and the procedures described herein.
2. Bidders are invited to submit their priced quotation(s) for Selection of Creative Agency for Design, Media Production, and Publication Services as per requirements cited in the RFQ. The PO/ Agreement will be awarded to the Service Provider offering the lowest evaluated total cost for complete scope of services.
3. The quotations should be accompanied by necessary documentation and other printed material establishing eligibility and qualification of the bidders as required in the RFQ.
4. The complete RFQ document is available at Ministry of IT & Telecommunication website (<https://moitt.gov.pk/Tenders>). Interested eligible Bidders may obtain further information from the address given below during 10:00 AM – 03:00 PM (Monday to Thursday) **latest by three working days** till the deadline for quotations submission date.

Prices: The prices should be quoted in Pak Rupees inclusive of all service/ delivery charges and admissible taxes till the final point of delivery/ performing the services.

Evaluation and Award of Purchase Order: Offers determined to be substantially responsive to the scope of services and schedule of requirements will be evaluated by comparing their prices, in addition to the eligibility and qualification requirements outlined in Section II. The award will be given to the Bidder/Firm offering the lowest evaluated price as detailed in this RFQ document.

Validity of the Offer: The quotation(s) should be valid for a period of 120 days from the date for receipt of quotation(s) as mentioned in Paragraph 5 of Section I.

5. The quotation(s) shall be submitted (in person or by post/ surface mail) **by/ before 15:00 Hours May 19, 2026**, as per the format given in the RFQ and marked as “**Selection of Creative Agency for Design, Media Production, and Publication Services**”, addressed to:

Senior Procurement Specialist
Procurement and Contract Management Cell
Project Management Unit (PMU)
Digital Economy Enhancement Project (DEEP)
2nd Floor, TF Complex, G-9/4
Islamabad, Pakistan

Section II Instructions for Preparing Quotations

1. **Scope of Procurement:**
Employer invites priced quotations for the procurement of services/ tasks as described in the Scope of Services attached. The successful Firm/ Service Provider will be expected to complete the delivery of service/ task(s) within due time.
2. **Eligibility to Quote:** Firm/Service Provider duly registered with tax authorities may be eligible to participate only if they also submit/ provide:
 - a) Proof of registration with the SECP, and FBR Income Tax Department and Sales Tax Department with the quotation. (Failure to enclose these documents would result in rejection of quotation).
 - b) Only one Quotation per firm allowed for this procurement. All Quotations submitted in violation of this rule shall be rejected.
 - c) The Quotations within Due Date and Time – duly Signed and Stamped.
 - d) Substantially responsive Quotations to the scope of work and other requirements.
3. **Qualification of the Firm/Service Provider:** To qualify for award of PO, a Firm/Service Provider shall meet the following qualifying criteria. Documentary evidence must be submitted for each criterion; failure to provide will result in rejection.

Sr.	Criterion	Minimum Requirement	Evidence Required
1	Corporate/ Firm Registration	Valid registration - Registered with SECP or Registrar of Firms with minimum 07-10 years of existence	Certificate of incorporation/ registration
2	Tax Compliance/ Status	Active NTN and GST registration	Active Taxpayer Certificate (ATC)
3	Operational Experience	Minimum 7 years in creative/design services	Incorporation certificate + previous reference contracts
4	Relevant Assignments	Minimum 3 assignments of similar scope in last 3 years	Work orders/completion certificates with client details
5	Financial Capacity	Average annual turnover PKR 1,000,000 (last 3 years)	Audited financial statements
6	Portfolio	Minimum 05 high-quality samples including bilingual (Urdu/English) content, motion graphics, and social media campaigns	Portfolio with client names and dates
7	Rapid Turnaround	Written commitment to 24-hr regular / 6-hr priority delivery	Signed declaration on official letterhead
8	Office Presence	Physical office in Islamabad/Rawalpindi	Utility bill + tenancy agreement or ownership document

Required Qualifications and Experience:

The Creative Agency/Firm/Service Provider will be required to have the following:

- a) The Service Provider shall be registered as a firm/company with SECP or Registrar of Firms with minimum 07-10 years of existence.
- b) The Service Provider shall be registered with and an active taxpayer with FBR.
- c) Must have proven operational expertise and experience in the creative/design for at least seven (07) years, with a proven track record of delivering high-quality design, branding, and multimedia services. Must demonstrate successful completion of a minimum of three (03) assignments of comparable scope and nature within the last three (03) years, preferably for government entities, donor-funded projects, or large private sector clients, covering multi-channel outputs (digital, print, multimedia, and branding).
- d) Must demonstrate adequate financial capacity through submission of audited financial statements for the last three (03) years, with an average annual turnover of at least PKR 10,000,000.
- e) Must have adequate professional staff and technical capacity to perform the assignment, including but not limited to a Creative/Art Director, Account Manager, Media Buying & Digital Marketing Manager, Content Strategist/Copywriter, Graphic Designers, Content Creator, Multimedia Producer/videographer, Motion Graphics/Video Editor, PR Expert, Presentation and Report Designer. CVs and staff profiles must be provided with the quotation.
- f) Should provide evidence of a strong creative portfolio, including bilingual (Urdu/English) designs, social media campaigns, animations, videos, publications, and event branding, demonstrating creativity, adaptability, and consistent quality.
- g) Demonstrate ability to deliver quick turnaround within 24 hours for regular items and within 3-6 hours for high priority items.
- h) Provide evidence of designing template/toolkits for institutional use
- i) Must demonstrate exceptional work experience with projects in the required field for agencies/organizations

4. **Contents of RFQ Documents:** The RFQ comprises the documents listed below:

Section I	Invitation for Quotations
Section II	Instruction for Preparing Quotations
Section III	Scope of the Services/ Work
Section IV	Form of Quotation
Section V	Form of Contract
Section VI	Conditions of Contract Section
Annex-A	Fraud and Corruption

5. **Documents Comprising the Quotation:** The Quotation submitted by the Firm/Service Provider shall comprise the following documents:

- (i) Form of Quotation (as per sample attached)
- (ii) Qualification and Experience Information
- (iii) Copies of valid taxation documents
- (iv) Declaration of Compliance: Signed statement confirming that all proposed staff meet the academic qualifications and experience requirements listed in Section III(C), and that the firm has no conflict of interest with MOITT/DEEP personnel.

Priced Quotation: The PO/ Agreement shall be for the whole assignment, to procure Services of the Creative Agency for the Design, Media Production, and Publication Services. The services include provision of high quality end-to-end creative and design services ensuring professional, consistent, and impactful branding and communication. To provide high-quality communication and digital outputs, including but not limited to design, production, publication, content development, digital engagement, social media management electronic, video and event design and print media support. The overall KPIs

will be based on ensuring consistent, modern, and professional support for all DEEP-MoITT initiatives.

Prices shall be quoted entirely and only in Pak Rupees. The Bidder/ Firm shall fill in the rates and prices for the services described in the details of event services. All duties, taxes, and other levies payable by the bidder/ firm under the PO/ Agreement shall be included in the rates, prices, and total price in the Quotation submitted by the bidder/ firm. The rates and prices remain the same for the duration of the PO/ Agreement and not be subject to any adjustment on any account.

The Bidder/Firm shall quote a fixed monthly fee for recurring services as described in the Schedule of Requirements. No mobilization advance will be paid. The first payment will be made after 30 days of service delivery and subsequent acceptance of/ by the Employer.

6. **Validity of Quotations.** The priced quotation shall remain valid for the period of 120 days from the closing date of submission of the Quotation specified in Clause 5 of Section I. The Employer may request the Firm/Service Provider to extend the period of validity for a specified additional period. The Employer's request and the Bidder/ Firm responses in this regard shall be made in writing. A Firm/Service Provider may refuse the request for extension of Quotation validity in which case, (s)he may withdraw her/ his Quotation without any penalty. A Firm/Service Provider agreeing to the request will not be required or permitted to otherwise modify its Quotation.
7. **Language of the Quotation:** All documents relating to the RFQ, Quotations and PO shall be in the English language.
8. **Process to be Confidential:** Information relating to the examination, clarification, evaluation and comparison of quotations and recommendation for the PO award shall not be disclosed until the award to the successful Firm/Service Provider has been announced.
9. **Evaluation and Comparison of Quotations:** The Employer will award the PO to the Firm/Service Provider whose Quotation has been determined to be substantially responsive to the RFQ and who has offered the lowest evaluated priced quotation for entire scope of services/ work. In evaluating the quotations, the Employer will determine for each Quotation the evaluated priced quotation by adjusting the priced quotation making any correction for any arithmetic errors as follows:
 - a. where there is a discrepancy between amounts in figures and in words, the amount in words will govern.
 - b. where there is a discrepancy between the services resulting from the per task rate by the quantity, the per task rate as quoted will govern.
 - c. if a Firm/Service Provider refuses to accept the correction, his Quotation will be rejected.
10. **Employer's Right to Accept any Quotation and to Reject any or all Quotations:** The Employer reserves the right to accept or reject any quotation, and to cancel the process of competition and reject any or all quotations, at any time prior to the award of the PO, without and reason and thereby incurring any liability to the affected Firm/Service Provider (s).
11. **Employer's Right to Increase or Decrease Quantities:** The Employer, reserves the right to increase or decrease quantities of tasks/ services during the validity of the Quotations and resulting PO/ Agreement (if any).
12. **Interpretation:** The Employer is not responsible for any wrong interpretation of any clause of this document.

Section III

A. Scope of the Services/ Works

The scope of works is to provide monthly high quality end-to-end creative and design services ensuring professional, consistent, and impactful branding and communication. To provide high-quality communication and digital outputs, including but not limited to design, production, publication, content development, digital engagement, social media management electronic, video and event design and print media support. The overall KPIs will be based on ensuring consistent, modern, and professional support for DEEP-MoITT initiatives.

Minimum Monthly Service Levels (Basis for Quotation):

The quoted monthly price shall include the following minimum deliverables (non-exhaustive). Bidders/ Firms may offer additional services within the same price, but failure to meet these minimums shall constitute breach of contract.

Service Category	Minimum Monthly Quantity	Minimum Acceptable Format
Static social media designs (posts, banners, carousels, infographics)	20 unique designs	JPG/PNG/PSD source
Short-form video content (reels, teasers, animations)	15 videos (15-30 sec each)	MP4 (1080p)
Motion graphics/explainer videos	05 videos (up to 60 sec each)	MP4 with source
Press releases drafted & distributed	12 PRs	Word/PDF + distribution proof
Newsletter	8-10 pages	PDF with design/source file
Report/brochure/ design & layout	05 documents (up to 20 pages each)	InDesign/PDF + print-ready
Event coverage (photography + highlight video)	As required	50 edited photos + 2-min video
Branded templates (one-time setup, first 60 days)	Complete toolkit	Social media, reports, presentations etc.
Ad-hoc/emergency requests (3-6 hour turnaround)	Up to 08 requests per month	As specified by DEEP-MOITT

Turnaround Commitment:

The bidder must provide commitment in writing to 24-hour delivery for regular items and 6-hour delivery of priority items. This commitment will be included in the contract and subject to liquidated damages.

The selected firm will be responsible for the following:

1. Digital Outputs:

- a) Development of high-quality static designs, including social media posts, banners, carousels, and infographics tailored for different platforms.
- b) Creation of dynamic short-form videos content (reels, animations, teasers) and animations (including but not limited to logo, text and social media teasers) tailored for multiple platforms including but not limited to FB, Instagram, TikTok, Websites, Press Releases, Twitter/X and more

- c) Production of GIFs, motion graphics, and visually engaging explainers to simplify complex ideas and project initiatives
- d) Development and management of a ‘living’ content calendar updated regularly in coordination with MoITT ensuring the calendar reflects all internal/external events, meetings, activities, along with reflection of national and international observances
- e) Data visualization outputs tailored for policy and research outputs.
- f) Performance management for digital platforms, website and designs with budgets assessment and locked deliverables and KPIs
- g) Monthly reporting with analytics dashboards, benchmarks, and recommendations for optimization.
- h) Design and delivery of branded templates for recurring use (announcements, official messages, event highlights, and more).
- i) Paid and unpaid media planning/buying (SEO, SEM, PPC, influencer campaigns).

2. PR and Media Outputs:

- a) Draft press releases, op-eds, speeches, talking points and engage with media outlets for timely dissemination of information
- b) Develop dynamic monthly PR calendar, including press meetings and TV appearances (to be vetted by MoITT before confirming ahead)
- c) Traditional media buying, radio, print, TV and billboards planned for coverage for wide audience
- d) Infographics and data visualization outputs tailored for policy and research outputs.

3. Print & Publications Output:

- a) Design and layout of reports, brochures, newsletters, one-pagers, and other print collateral (digital and hard copy format)
- b) Development of visually compelling presentation decks (PowerPoint/Google Slides or others) for official, policy, donor, and investor audiences.
- c) Design of infographics and advanced data visualizations to communicate research and policy findings effectively during events.

4. Multimedia & Video Output:

- a) Production of short promotional videos and explainers aligned with campaign objectives.
- b) Professional event coverage (photography/videography), with rapid turnaround of edited event videos, highlights, reels, podcasts and shorts.
- c) Video edits for electronic media and digital media including but not limited to, explainers, product launches, launch event videos, and testimonial reels.
- d) Editing of raw footage of events and podcasts into polished and impactful audiovisual products (highlight videos, reels, podcast shorts).
- e) Creative audio-visual storytelling outputs to support awareness campaigns, policy advocacy, and public engagement.
- f) Interactive formats such as AI-powered avatars, chatbots, or explainer animations to simplify complex concepts.
- g) Creative audio-visual storytelling formats for awareness campaigns, advocacy, and public engagement.

5. Event Management & Other Creative Concepts:

- a) Development of event themes, slogans, and overarching creative direction consistent with MoITT identity.
- b) Conceptualization and development of brand-book for MoITT and relevant identities for Tech Destination and Digital Nation Pakistan including visual identity, tone of voice, sub-brand logos, and campaign KVs
- c) Event branding, booth design, exhibition related and any other marketing collateral, and activation design, as per requirements

- d) Design of sub-brand logos, campaign graphics, and customized visual identities for specific initiatives.
- e) Conceptualization and design of teasers, pre-hype countdowns, and digital campaign creatives to drive visibility and audience engagement.
- f) Comprehensive event branding solutions, including backdrops, standees, signage, booths, giveaways and more.
- g) Development of slogans, themes, teasers, pre-hype content, and digital campaign creatives aligned with MoITT vision, with the integration of Techdestination and Digital Nation Pakistan.
- h) Event branding concepts for national and international activations such as national and international events and observances, hackathons, global forums, etc.

6. **Strategic Frameworks and Agreements**

- a) **SOW (Scope of Work document):** Detailing the coverage of Designing, Production and Publication work
- b) **SOPs (Standard Operating Procedures):** Operational guidelines for content approval, coordination with MoITT, media handling, and crisis communication.
- c) **SLAs (Service Level Agreements):** Setting service standards for turnaround times (24–48 hours for regular, as low as 6 hours for urgent tasks), quality benchmarks, and escalation mechanisms.

7. **Reporting and Coordination:**

- a) The Service Provider shall work under the guidance of the Project Director (Civic Innovation) and in coordination with the MOITT Chief Marketing Officer (CMO) or their designated focal persons.
- b) All creative material, including but not limited to designs, videos, press releases, and social media content, must be submitted for review and approval to the Employer's designated focal person before release or publication.
- c) The Service Provider shall designate a single point of contact (Account Manager) for day-to-day coordination with the Employer.

8. **Important Considerations:**

- a) **Language and translation:** All content is to be tailored for multiple language adaptations (English, Urdu, as well as regional languages)
- b) **Ad-hoc Requirements:** Quick turnaround designs for official communication needs (3-6 hours for high priority agenda times and 24-48 hours for regular agenda items)
- c) **Repository of templates:** Social media, publications, events to be delivered in the first two months for ongoing use.
- d) **Version options:** 2–3 design options per deliverable (as and when required) for review.

9. **Confidentiality**

All designs, concepts, files, data, and intellectual property developed under this engagement shall remain the sole property of MOITT and DEEP. The Service Provider may not use, share, reproduce, or distribute any such material without prior written consent of the Employer. This clause shall survive the termination of the Contract.

B. Duration of the Assignment

The (initial) engagement will be for an initial period of 12 months, extendable based on performance, requirements and budget availability.

C. Staffing Requirements

The Firm shall provide detailed CVs, academic degrees, and certificates of experience for the following key personnel. Subject to meeting all the requisites in terms of qualifications and experiences, preference will be given to the staff demonstrating the most relevant

national-level experience in creative, branding, advertising, outreach, and multimedia assignments, with experience of government and/or donor-funded projects.

Position	Required Number	Minimum Experience/ Requirements
Art Director	1	8+ years' of proven leadership experience in guiding creative teams and projects from concept to execution.
Account Manager	1	7+ years' experience of maintaining client relationships, strong communication, strategic thinking, and expertise in digital marketing channels like but not limited to Performance Marketing, SEO, PPC, social media, and email marketing
Media Buying Manager	1	5+ years' experience in traditional and digital media planning and buying
Activations Manager	1	5+ years' experience in planning, managing and executing TTL activations.
Graphic Designers	2-3	5+ years' of experience in designing for digital/social media, print, events and more
Content Creator	1-2	5+ years' creating content for multiple media and platforms with experience of writing in multiple languages
Motion Graphics / Video Editor	1	4+ years' relevant experience in motion graphics, animation, and all kinds of video editing
Presentation/Report Designer	1	3+ years' experience in designing and formatting reports, slide decks, presentations for donor/government clients

Note: The Employer reserves the right to verify the authenticity of all academic documents and experience certificates. Any falsification will result in immediate disqualification and reporting to relevant authorities.

D. Payment Details

- a. **Payment Schedule:** Payments shall be made on a monthly basis in arrears, consisting of 12 equal installments of the total contract price (excluding any actual-cost items).
- b. **Monthly Payment Conditions:** Each monthly payment is conditional upon:
 - i. Submission of a detailed Monthly Performance Report with evidence of all deliverables completed during the preceding month.
 - ii. Signed acceptance certificate from Project Director (Civic Innovation) confirming that the "Minimum Monthly Service Levels" (as defined in Section III) have been met with satisfactory quality.
 - iii. No unresolved defects from previous months.
- c. **Liquidated Damages for Delays:**
 - i. Failure to meet 6-hour priority deadline: 2% deduction of monthly fee per occurrence.
 - ii. Failure to meet 24-hour regular deadline: 1% deduction of monthly fee per occurrence.
 - iii. Cumulative monthly deduction capped 15% of monthly fee.
- d. **Quality Deductions:** If any deliverable is rejected for quality reasons twice, the third rejection triggers 10% deduction for that deliverable category for that month.
- e. **Payments on Actuals:** The payments on account of printing, third-party media buying, souvenirs, or other out-of-pocket expenses (where applicable and pre-approved in writing by the Project Director) shall be made on actual cost upon submission of original receipts.
- f. **Payment Method:** All payments will be made through cross cheque or direct bank transfer after deduction of applicable withholding taxes.

E. Technical Proposal

This part of the Quotation should contain complete information relating to the technical/ scope of requirements as mentioned above.

F. Project Completion Timeline

As per the agreed event and related activities schedule.

G. Quality Assurance and Acceptance Criteria

All deliverables shall meet the following minimum quality standards:

- **Resolution:** Minimum 1080p for video; 300 DPI for print.
- **Language:** Grammatically correct English, Urdu and/or regional language (certified by the firm's in-house linguist).
- **Branding:** Adherence to MOITT/ DEEP brand guidelines (to be provided at contract signing).
- **Originality:** No copyrighted material without proper licensing. AI-generated content must be disclosed and approved.
- **Rejection Right:** Employer reserves the right to reject any deliverable that does not meet professional industry standards, with written explanation. Firm shall rectify and resubmit the same addressing all the comments and requirements within 3 working days.

SCHEDULE OF REQUIREMENTS

Sr. No.	Description of Services	Details	Price Per Month (PKR)
1.	Monthly Recurring Services to DEEP-MOITT	Details Provided in Section III above (Scope of the Services)	

Quoted Amount in Words: _____

Official Seal/Name of the Firm/Service Provider: _____

NTN No: _____

GST No: _____

Note:

Section IV
Form of Quotation

Date: _____

To: _____

We offer to provide/execute the supply (Creative Agency Services) of (name and number of Contract) in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _____ (amount in words and numbers) (_____). We propose to complete the services/ tasks described in the Contract within a period of _____ (words and number) _____ calendar days from the Start Date.

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

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

Authorized Signature: _____

Name and Title of Signatory _____

Name of Firm/Service Provider: _____

Address: _____

Phone Number _____

Fax Number, if any _____

Section V
Form of Contract Agreement

AGREEMENT

This Agreement, made the _____ day of _____ 20____, by and between

(name and address of Employer hereinafter called “the Employer”) and

(name and address of Service Provider hereinafter called “the Firm/Service Provider”) of the other part.

Whereas the Employer is desirous that the Firm/Service Provider to provide/ execute the scope of services (event management services) of

(name and identification number of Contract hereinafter called “the Services”)

and the Employer has accepted the Quotation submitted by the Firm/Service Provider for event management Services as per the agreed terms and conditions.

Now this Agreement witnessed as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Firm/Service Provider as hereinafter mentioned, the Firm/Service Provider hereby covenants with the Employer to execute and complete the Services and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Firm/Service Provider in consideration of the Services (creative agency, design, media production, and publication services) wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The Contract shall be subject to provisions of World Bank Anticorruption Guidelines as per Attachment hereto (Annex-A).

In Witness whereof the parties thereto have caused this Agreement to be executed the days and year first before written

The Common Seal of

was hereunto affixed in the presence of:

Signed, Sealed, and Delivered by the

in the presence of:

Binding Signature of Employer: _____

Binding Signature of Firm/Service Provider: _____

Section VI
Conditions of Contract (CC)

1. **Definitions:** Boldface type is used to identify the defined terms

(a) **The Contract** is the Contract between the Employer and the Service Provider to execute and complete the Services as specified in the scope of services or in other sections of the Contract. The name/ identification number of the Contract is given in the Invitation to Quotation.

(b) **The Firm/Service Provider** is a person or corporate body whose Quotation to carry out the Supplies has been accepted by the Employer.

(c) **The Firm/Service Provider's Quotation** is the completed document (Invitation to Quotation together with attachments) submitted by the Service Provider to the Employer.

(d) **The Contract Price** is the price stated in the Quotation and thereafter as adjusted in accordance with the provisions of the Contract.

(e) **Days** are calendar days; **months** are calendar months.

(f) **A Defect** is any part of the Services not completed in accordance with the Contract.

(g) **The Required Completion Date** is the date on which it is required that the Service Provider shall complete the Services. The Required Completion Date may be revised only by the Employer by issuing an extension time or an acceleration order in writing.

(h) **Scope of Services/ Work** means the services/ tasks included in the Quotation and any modification or addition made or approved by the Employer.

2. **Language and Law.** The Contract shall be in the English language. The law governing the Contract shall be the applicable law(s) of the Government of Islamic Republic of Pakistan.

3. **Communications.** Communications between parties that are referred to in these Conditions shall be effective only when made in writing. A notice shall be effective only when it is delivered.

4. **Firm/Service Provider's Risks.** The risks of personal injury, death, and loss or damage to property and adjacent property (including, without limitation, the Supplies, materials and equipment) are solemnly to Service Provider's risks.

5. **Equipment for the Assignment.** No equipment will be purchased or provided by the Employer. Any equipment needed to complete this assignment will be provided by the Service provider.

6. **Contractual Arrangements and Supervision.** The Service Provider will be hired under the terms as stipulated in the RFQ document including the resulting contract (if any) and supervised by the Project Director for the purpose of delivering, evaluating and accepting the above outputs, within the agreed time frame. Employer shall provide necessary support to the Service Provider to execute the assignment during the duration of the Contract.

These shall include:

- i. Access to relevant (project) documents necessary for execution of the duties under this consultancy.
- ii. Contact details of personnel relevant to the assignment.

7. **Logistics:** Where/ if applicable, Service provider shall manage entire logistics including boarding/ lodging as defined in the Scope of Services/ Work.

8. **Services to be completed by the Completion Date.** The Service Provider shall commence execution of the Services on the Start Date and shall carry out the Services in accordance with the work schedule submitted by the Service Provider, as updated with the approval of the Project Director, and complete them by the Required Completion Date.

9. **Defects.** The Employer shall give notice to the Service Provider any Defects by/ before the completion and acceptance of Services. Every time notice of a Defect is given, the Service Provider shall correct the notified Defect within the reasonable length of time specified by the Employer. If the Service Provider has not corrected a Defect within the time specified, Employer will assess the cost of having the Defect corrected, and the Service Provider will pay this amount, or the Employer shall recover these amounts by deduction from the amounts due to the Service Provider.

10. **Payments.**

- a. **Payment Schedule:** Payments shall be made on a monthly basis in arrears, consisting of 12 equal installments of the total contract price (excluding any actual-cost items).
- b. **Monthly Payment Conditions:** Each monthly payment is conditional upon:
 - i. Submission of a detailed Monthly Performance Report with evidence of all deliverables completed during the preceding month.
 - ii. Signed acceptance certificate from Project Director (Civic Innovation) confirming that the "Minimum Monthly Service Levels" (as defined in Section III) have been met with satisfactory quality.
 - iii. No unresolved defects from previous months.
- c. **Liquidated Damages for Delays:**
 - i. Failure to meet 6-hour priority deadline: 2% deduction of monthly fee per occurrence.
 - ii. Failure to meet 24-hour regular deadline: 1% deduction of monthly fee per occurrence.
 - iii. Cumulative monthly deduction capped 15% of monthly fee.
- d. **Quality Deductions:** If any deliverable is rejected for quality reasons twice, the third rejection triggers 10% deduction for that deliverable category for that month.
- e. **Payments on Actuals:** The payments on account of printing, third-party media buying, souvenirs, or other out-of-pocket expenses (where applicable and pre-approved in writing by the Project Director) shall be made on actual cost upon submission of original receipts.
- f. **Payment Method:** All payments will be made through cross cheque or direct bank transfer after deduction of applicable withholding taxes.

11. **Taxes.** The Service Provider is responsible for all taxes in accordance with the laws of Islamic Republic of Pakistan.

12. **Force Majeure:** Either party may terminate the Contract by giving a thirty (30) days' notice to the other for events beyond that party's control, such as Wars and acts of God such as earthquakes, floods, fires, etc.

13. **Resolution of Disputes.** The Employer and the Service Provider shall make every effort to resolve amicably by direct negotiations any disagreement or dispute arising between them under or in connection with the Contract. In case of further disagreement either party can take the matter to arbitration in accordance with the Arbitration Act of 1940.

Annex-A
Fraud and Corruption
(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and 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 nominated² 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 inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

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

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

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