



BOARD OF INVESTMENT (BOI)

SPECIFIC PROCUREMENT NOTICE

Request for Proposals Information Systems

Purchaser: Board of Investment (BOI)

Project: Digital Economy Enhancement Project

Contract Title: Designing and Developing the Pakistan Regulatory Registry (PRR) and Providing Technical Assistance for Phase-wise Mapping, Streamlining and Cataloguing of RLCOs

Country: Pakistan

Loan No.: 75140-PK

RFP No.: PK-BOI-542104-GO-RFP

1. The **Islamic Republic of Pakistan** has received financing from the World Bank toward the cost of the Digital Economy Enhancement Project “DEEP” and intends to apply part of the proceeds toward payments under the contract for **Designing and Developing the Pakistan Regulatory Registry (PRR) and Providing Technical Assistance for Phase-wise Mapping, Streamlining and Cataloguing of RLCOs**
2. The **Board of Investment** now invites sealed Proposals from eligible Proposers for Designing and Developing the Pakistan Regulatory Registry (PRR) and Providing Technical Assistance for Phase-wise Mapping, Streamlining and Cataloguing of RLCOs as further detailed in the Request for Proposals document.
3. The procurement process will be conducted through international competitive procurement using a Request for Proposals (RFP) as specified in the **World Bank’s “Procurement Regulations for IPF Borrowers” July 2016, Revised November 2017 and August 2018, November 2020 and September 2023** (“Procurement Regulations”) and is open to all eligible Proposers as defined in the Procurement Regulations.
4. Proposals will be evaluated in accordance with the evaluation process set out in the Request for Proposals document. The following weightings shall apply for Rated Criteria (including technical and non-price factors): 70% Technical and 30% Financial.
5. Interested eligible Proposers may obtain further information from **Procurement Management Specialist** (pms.deep@invest.gov.pk) during 10:00 AM – 03:00 PM (Pakistan

Standard Time - Business Days) latest by **four (04) working days** till the deadline for proposal submission date.

6. The Request for Proposals document in English may be downloaded from **<https://invest.gov.pk/upcoming-tenders>** without any fee(s)/ charge(s). If specifically required by any Proposer, the document in hard/ printed form; on specific written request via official email or printed over official letterhead duly signed and stamped by the authorized signatory of the Proposer, can be sent through courier for a non-refundable amount of PKR 15,000 or for an equivalent amount in a freely convertible currency.

7. A virtual pre-proposal session shall be held at **11:00 AM** (Pakistan Standard Time) on **May 12, 2026**. The link for pre-proposal meeting and further updates shall be available on Board of Investment websites <https://invest.gov.pk/> under the “**Media**” tab and “**Upcoming Tenders**” after April 22, 2026.

8. Proposals must be delivered to the address below on or before **11:00 AM** (Pakistan Standard Time) dated **June 11, 2026**. Electronic procurement will not be permitted. Late Proposals will be rejected. The outer Proposal envelopes marked “ORIGINAL PROPOSAL”, and the inner envelopes marked “TECHNICAL PART” will be publicly opened in the presence of the Proposers’ designated representatives and anyone who chooses to attend, at the address below on the same day i.e., **June 11, 2026**, immediately after the Proposal submission deadline. All envelopes marked “FINANCIAL PART” shall remain unopened and will be held in the safe custody of the Purchaser until the second public Proposals opening.

9. All Proposals must be accompanied by a “**Proposal-Securing Declaration**”, as per the details/ requirements given at the respective section(s)/ clause(s) in the Request for Proposal document.

10. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful Proposer’s beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the Request for Proposal document.

11. The address(es) referred to above is (are):

Procurement Management Specialist

DEEP Section, Board of Investment

Project Management Unit (PMU)

Digital Economy Enhancement Project (DEEP)

6th Floor, Board of Investment, Kohsar Complex Pak Secretariat

Islamabad, Pakistan

Contact#051-9224101

Email: pms.deep@invest.gov.pk

Request for Proposals Information Systems Design, Supply and Installation

(Single Stage)

**Designing and Developing the Pakistan
Regulatory Registry (PRR) and Providing
Technical Assistance for Phase-wise Mapping,
Streamlining and Cataloguing of RLCOs**

Country:	Pakistan
Project Name:	Digital Economy Enhancement Project
Implementing Agency:	Prime Minister's Office, Board of Investment
Loan No:	75140-PK
Project ID No:	P174402
RFP/ STEP Ref. No.	PK-BOI-542104-GO-RFP



Summary

Request for Proposals - Information Systems Design, Supply, and Installation (Without Prequalification)

PART 1 – REQUEST for PROPOSALS PROCEDURES

Section I - Instructions to Proposer (ITP)

This Section provides relevant information to help Proposers prepare their Proposals. It applies a two-envelope procurement process with application of Rated Criteria. It is based on a one-envelope procurement process. Information is also provided on the submission, opening, and evaluation of Proposals and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II - Proposal Data Sheet (PDS)

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Proposers.

Section III - Evaluation and Qualification Criteria

This Section specifies which methodology will be used to determine the Most Advantageous Proposal. Section VII

Two alternative Sections III, Evaluation and Qualification Criteria are provided to address the possibility of having or not having prequalification of Proposers.

Section IV - Proposal Forms

This Section contains the forms to be completed by the Proposer and submitted as part of the Proposal.

Section V - Eligible Countries

This Section contains information regarding eligible countries.

Section VI - Fraud and Corruption

This section includes the Fraud and Corruption provisions that apply to this procurement process.

PART 2 – PURCHASER’S REQUIREMENTS

Section VII - Requirements for the Information System

This Section contains Technical Requirements, Implementation Schedule, and System Inventory Tables, as well as Background and Informational Materials

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII - General Conditions of Contract (GCC)

This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section IX - Special Conditions of Contract (SCC)

This Section contains the Special Conditions of Contract (SCC). The contents of this Section modify or supplement the General Conditions and shall be prepared by the Purchaser.

Section X - Contractual Forms

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms.

Request for Proposals Information Systems Design, Supply and Installation

(Single Stage – Without Prequalification)

**Designing and Developing the Pakistan
Regulatory Registry (PRR) and Providing
Technical Assistance for Phase-wise Mapping,
Streamlining and Cataloguing of RLCOs**

Purchaser: Prime Minister's Office, Board of Investment

Project: *Digital Economy Enhancement Project*

**Contract Title: Designing and Developing the Pakistan Regulatory Registry (PRR) and
Providing Technical Assistance for Phase-wise Mapping, Streamlining
and Cataloguing of RLCOs**

Country: *Pakistan*

Loan No.: *75140-PK*

RFP No: PK-BOI-542104-GO-RFP

Issued On: 23-04-2026

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PART 1 – REQUEST FOR PROPOSALS PROCEDURES

SECTION I - INSTRUCTIONS TO PROPOSERS (ITP)

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Section I - Instructions to Proposers

A. GENERAL

1. Scope of Proposal

- 1.1. The Purchaser, as indicated in the PDS, or its duly authorized Purchasing Agent if so specified in the PDS (interchangeably referred to as “the Purchaser” issues this request for proposals document for the supply and installation of the Information System as specified in Section VII, Purchaser’s Requirements. The name, identification and number of lots (contracts) of this RFP are specified in the PDS.
- 1.2. Unless otherwise stated, throughout this request for proposals document definitions and interpretations shall be as prescribed in the Section VIII, General Conditions of Contract.

Throughout this request for proposals document:

- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the PDS, distributed or received through the electronic-procurement system used by the Purchaser) 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 (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 Supplier’s Personnel with other Supplier’s Personnel or Purchaser’s Personnel.

(g) “Supplier’s Personnel” is as defined in GCC Clause 1.1; and

(h) “Purchaser’s Personnel” is as defined in GCC 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

2. Source of Funds

- 2.1. The Borrower or Recipient (hereinafter called “Borrower”) indicated in the PDS 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 PDS toward the project named in the PDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this request for proposals document is issued.
- 2.2. Payments 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 between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that 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 equipment, materials or any other goods, 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 funds.

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, Proposers 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 Proposers

- 4.1. A Proposer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITP 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 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 procurement process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the PDS, there is no limit on the number of members in a JV.
- 4.2. A Proposer shall not have a conflict of interest. Any Proposer found to have a conflict of interest shall be disqualified. A Proposer may be considered to have a conflict of interest for the purpose of this procurement process, if the Proposer:
- (a) directly or indirectly controls, is controlled by or is under common control with another Proposer; or
 - (b) receives or has received any direct or indirect subsidy from another Proposer; or
 - (c) has the same legal representative as another Proposer; or
 - (d) has a relationship with another Proposer, directly or through common third parties, that puts it in a

- position to influence the Proposal of another Proposer, or influence the decisions of the Purchaser regarding this procurement process; or
- (e) any of its affiliates participates as a consultant in the preparation of the design or technical specifications of the Information System that are the subject of the Proposal; or
 - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager 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 PDS ITP 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 request for proposals document or specifications of the Contract, and/or the Proposal 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 Proposer (either individually or as a JV member) shall not participate as a Proposer or as JV member in more than one Proposal except for permitted alternative Proposals. Such participation shall result in the disqualification of all Proposals in which the firm is involved. However, this does not limit the participation of a Proposer as subcontractor in another Proposal or of a firm as a subcontractor in more than one Proposal.
- 4.4. A Proposer may have the nationality of any country, subject to the restrictions pursuant to ITP 4.8. A Proposer shall be deemed to have the nationality of a country if the Proposer 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 sub-contractors or sub-consultants for any part of the Contract including related Services.

- 4.5. A Proposer 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 initially selected for, prequalified 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 PDS.
- 4.6. Proposers that are state-owned enterprises or institutions in the Purchaser'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 Purchaser.
- 4.7. A Proposer shall not be under suspension from bidding or submitting proposals by the Purchaser 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 request for proposal process is open for all eligible Proposers, unless otherwise specified in ITP 15.2.
- 4.10. A Proposer shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser 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. Eligible Goods and Services

- 5.1. The Information Systems to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2. For the purposes of this request for proposals document, the term "Information System" means all:
 - (a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to design, supply and install under the Contract, plus all associated documentation, and all other materials and goods to be designed, supplied, installed, integrated, and made operational; and
 - (b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Proposer and as specified in the Contract.
- 5.3. For purposes of ITP 5.1 above, "origin" means the place where the goods and services making the Information System are produced in or supplied from. An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in

basic characteristics or in purpose or utility from its components.

B. CONTENTS OF THE REQUEST FOR PROPOSALS DOCUMENT

6. Sections of the Request for Proposals Document

- 6.1. The request for proposals 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 ITP 8:

PART 1 - Request for Proposals Procedures

Section I - Instructions to Proposers (ITP)

Section II - Proposal Data Sheet (PDS)

Section III - Evaluation and Qualification Criteria

Section IV - Proposal Forms

Section V - Eligible Countries

Section VI - Fraud and Corruption

PART 2 - Purchaser's Requirements

Section VII - Requirements of the IS, including:

- Technical Requirements
- Implementation Schedule
- System Inventory Tables
- Background and Informational Materials

PART 3 - Contract

Section VIII - General Conditions of Contract

Section IX - Special Conditions of Contract

Section X - Contract Forms

- 6.2. The Specific Procurement Notice – Request for Proposals (RFP) issued by the Purchaser is not part of this request for proposals document.
- 6.3. Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document,

responses to requests for clarification, the Minutes of the pre-Proposal meeting (if any), or Addenda to the request for proposals document in accordance with ITP 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

- 6.4. The Proposer is expected to examine all instructions, forms, terms, and specifications in the request for proposals document and to furnish with its Proposal all information or documentation as is required by the request for proposals document.

**7. Clarification
of Request for
Proposals
Document,
Site Visit, Pre-
Proposal
Meeting**

- 7.1. A Proposer requiring any clarification of the request for proposals document shall contact the Purchaser in writing at the Purchaser's address specified in the PDS or raise its enquiries during the pre-Proposal meeting if provided for in accordance with ITP 7.4. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Proposals within a period specified in the PDS. The Purchaser's shall forward copies of its response to all Proposers who have acquired the request for proposals document in accordance with ITP 6.3, including a description of the inquiry but without identifying its source. If so specified in the PDS, the Purchaser shall also promptly publish its response at the web page identified in the PDS. Should the Purchaser deem it necessary to amend the request for proposals document as a result of a request for clarification, it shall do so following the procedure under ITP 8 and ITP 23.2.
- 7.2. The Proposer may wish to visit and examine the site where the Information System is to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Proposal and entering into a contract. The costs of visiting the site shall be at the Proposer's own expense.
- 7.3. The Proposer and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Proposer, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 7.4. The Proposer’s designated representative is invited to attend a pre-Proposal meeting and/or a site visit, if provided for in the PDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
 - 7.5. The Proposer is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than one week before the meeting.
 - 7.6. Minutes of the pre-Proposal meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Proposers who have acquired the request for proposals document in accordance with ITP 6.3. Any modification to the request for proposals document that may become necessary as a result of the pre-Proposal meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to ITP 8 and not through the minutes of the pre-Proposal meeting.
 - 7.7. Nonattendance at the pre-Proposal meeting will not be a cause for disqualification of a Proposer.
- 8. Amendment of Request for Proposals Document**
- 8.1. At any time prior to the deadline for submission of Proposals, the Purchaser may amend the request for proposals document by issuing addenda.
 - 8.2. Any addendum issued shall be part of the request for proposals document and shall be communicated in writing to all who have obtained the request for proposals document from the Purchaser in accordance with ITP 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser’s web page in accordance with ITP 7.1.
 - 8.3. To give prospective Proposers reasonable time in which to take an addendum into account in preparing their Proposals, the Purchaser may, at its discretion, extend the deadline for the submission of Proposals, pursuant to ITP 23.2.

C. PREPARATION OF PROPOSALS

- 9. Cost of Proposals**
- 9.1. The Proposer shall bear all costs associated with the preparation and submission of its Proposal, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Request for Proposals process.

10. Language of Proposal

- 10.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged by the Proposer and the Purchaser, shall be written in the language specified in the PDS. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the PDS, in which case, for purposes of interpretation of the Proposal, such translation shall govern.

11. Documents Comprising the Proposal

- 11.1. The Proposal 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 procurement 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 Proposal".
- 11.2. The Technical Part shall contain the following:
- (a) **Letter of Proposal**-Technical Part, **prepared** in accordance with ITP 12;
 - (b) **Proposal Security or Proposal-Securing Declaration** in accordance with ITP 20;
 - (c) **Alternative Proposal**- Technical Part: if permissible, in accordance with ITP 13, the Technical Part of any Alternative Proposal;
 - (d) **Authorization**: written confirmation authorizing the signatory of the Proposal to commit the Proposer, in accordance with ITP 21.3;
 - (e) **Eligibility of Information System**: documentary evidence established in accordance with ITP 14.1 that the Information System offered by the Proposer in its Proposal or in any alternative Proposal, if permitted, are eligible;
 - (f) **Proposer's Eligibility and qualifications**: documentary evidence in accordance with ITP 15 establishing the Proposer's eligibility and qualifications to perform the contract if its Proposal is accepted;

- (g) **Conformity:** documentary evidence established in accordance with ITP 16 that the Information System offered by the Proposer conform to the **request for proposals** document;
- (h) **Subcontractors:** list of subcontractors, in accordance with ITP 16.4;
- (i) **Intellectual Property:** a list of: Intellectual Property as defined in GCC Clause 15;
 - (i) all Software included in the Proposal, assigning each item to one of the software categories defined in GCC Clause 1.1 (c):
 - a. System, General Purpose, and Application Software; or
 - b. Standard and Custom Software;
 - (ii) all Custom Materials, as defined in GCC Clause 1.1 (c), included in the Proposal;

All Materials not identified as Custom Materials shall be deemed Standard Materials, as defined in GCC Clause 1.1 (c);

Re-assignments among the Software and Materials categories, if necessary, will be made during the implementation of the Contract according to GCC Clause 39 (Changes to the Information System); and
- (j) any other document required **in the PDS**.

11.3. The Financial Part shall contain the following:

- (a) Letter of Proposal – Financial Part: prepared in accordance with ITP 12 and ITP 17;
- (b) Schedule: Price Schedules completed in accordance with ITP 12 and ITP 17;
- (c) Alternative Proposal - Financial Part: if permissible in accordance with ITP 13, the Financial Part of any Alternative Proposal; and
- (d) any other document required in the PDS.

11.4. The Technical Part shall not include any information related to the Proposal price. Where material financial information

related to the Proposal price is contained in the Technical Part the Proposal shall be declared non-responsive.

- 11.5. In addition to the requirements under ITP 11.2, Proposals submitted by a JV shall include in the Technical Part a copy of the Joint Venture Agreement entered into by all members indicating at least the parts of the Information System to be executed by the respective members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Proposal shall be signed by all members and submitted with the Proposal, together with a copy of the proposed Agreement indicating at least the parts of the Information System to be executed by the respective members.
- 11.6. The Proposer shall furnish in the Letter of Proposal - Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this procurement process.

**12. Letters of
Proposal and
Price
Schedules**

- 12.1. The Letter of Proposal - Technical Part, Letter of Proposal-Financial Part and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Proposal Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITP 21.3. All blank spaces shall be filled in with the information requested.

**13. Alternative
Proposals**

- 13.1. The PDS indicates whether alternative Proposals are allowed. If they are allowed, the PDS will also indicate whether they are permitted in accordance with ITP 13.3, or invited in accordance with ITP 13.2 and/or ITP 13.4.
- 13.2. When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be included in the PDS, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 13.3. Except as provided under ITP 13.4 below, Proposers wishing to offer technical alternatives to the Purchaser's requirements as described in the request for proposals document must also provide: (i) a price at which they are prepared to offer an Information System meeting the Purchaser's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Purchaser, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the Proposer with the

Most Advantageous Proposal conforming to the basic technical requirements shall be considered by the Purchaser.

- 13.4. When Proposers are invited in the PDS to submit alternative technical solutions for specified parts of the system, such parts shall be described in Section VII, Purchaser's Requirements. Technical alternatives that comply with the performance and technical criteria specified for the Information System shall be considered by the Purchaser on their own merits, pursuant to ITP 32.

**14. Documents
Establishing
the Eligibility
of the
Information
System**

- 14.1. To establish the eligibility of the Information System in accordance with ITP 5, Proposers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Proposal Forms.

**15. Documents
Establishing
the Eligibility
and
Qualifications
of the
Proposer**

- 15.1. To establish its eligibility and qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Proposer shall provide the information requested in the corresponding information sheets included in Section IV, Proposal Forms.
- 15.2. In the event that prequalification of potential Proposers has been undertaken as stated in the PDS, only Proposals from prequalified Proposers shall be considered for award of Contract. These qualified Proposers should submit with their Proposals any information updating their original prequalification applications or, alternatively, confirm in their Proposals that the originally submitted prequalification information remains essentially correct as of the date of Proposal submission.
- 15.3. Any change in the structure or formation of a Proposer after being prequalified and invited to submit Proposals, 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 Purchaser prior to the deadline for submission of Proposals. Such approval shall be denied if (i) a Proposer proposes to associate with a disqualified Proposer or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Proposer no longer substantially meets the qualification criteria; or (iii) in the opinion of the Purchaser, the change may result in a

substantial reduction in competition. Any such change should be submitted to the Purchaser not later than fourteen (14) days after the date of the notice for RFP sent to the prequalified Proposers.

**16. Documents
Establishing
Conformity of
the
Information
System**

- 16.1. Pursuant to ITP 11.2 (g), the Proposer shall furnish, as part of its Proposal, documents establishing the conformity to the request for proposals documents of the Information System that the Proposer proposes to design, supply and install under the Contract.
- 16.2. The documentary evidence of conformity of the Information System to the request for proposals documents including:
 - (a) Preliminary Project Plan describing, among other things, the methods by which the Proposer will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Proposer proposes to use. The Preliminary Project Plan must also address any other topics specified in the PDS. In addition, the Preliminary Project Plan should state the Proposer's assessment of what it expects the Purchaser and any other party involved in the implementation of the Information System to provide during implementation and how the Proposer proposes to coordinate the activities of all involved parties;
 - (b) written confirmation that the Proposer accepts responsibility for the successful integration and interoperability of all components of the Information System as required by the request for proposals documents;
 - (c) an item-by-item commentary on the Purchaser's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the Proposer should use the Technical Responsiveness Checklist (or Checklist Format) in the Sample Proposal Forms (Section IV). The commentary shall include explicit cross-references to the relevant pages in the supporting materials included in the Proposal. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the Proposal, the item-by-item commentary shall prevail;

- (d) support material (e.g., product literature, white papers, narrative descriptions of technologies and/or technical approaches), as required and appropriate; and
 - (e) any separate and enforceable contract(s) for Recurrent Cost items which the PDS ITP 17.2 requires Proposers to propose.
- 16.3. References to brand names or model numbers or national or proprietary standards designated by the Purchaser in the request for proposals documents are intended to be descriptive and not restrictive. Except as specified in the PDS for specific items or standards, the Proposer may substitute alternative brand/model names or standards in its Proposal, provided that it demonstrates to the Purchaser's satisfaction that the use of the substitute(s) will result in the Information System being able to perform substantially equivalent to or better than that specified in the Technical Requirements.
- 16.4. For major items of the Information System as listed by the Purchaser in Section III, Evaluation and Qualification Criteria, which the Proposer intends to purchase or subcontract, the Proposer shall give details of the name and nationality of the proposed subcontractors, including manufacturers, for each of those items. In addition, the Proposer shall include in its Proposal information establishing compliance with the requirements specified by the Purchaser for these items. Quoted rates and prices will be deemed to apply to whichever subcontractor is appointed, and no adjustment of the rates and prices will be permitted.
- 16.5. The Proposer shall be responsible for ensuring that any subcontractor proposed complies with the requirements of ITP 4, and that any goods or services to be provided by the subcontractor comply with the requirements of ITP 5 and ITP 16.1.

17. Proposal Prices

- 17.1. All Goods and Services identified in the Supply and Installation Cost Sub-Tables in System Inventory Tables in Section VII, and all other Goods and Services proposed by the Proposer to fulfill the requirements of the Information System, must be priced separately and summarized in the corresponding cost tables in the Sample Proposal Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below.
- 17.2. Unless otherwise specified in the PDS, the Proposer must also propose Recurrent Cost Items specified in the Technical

Requirements, Recurrent Cost Sub-Table of the System Inventory Tables in Section VII (if any). These must be priced separately and summarized in the corresponding cost tables in the Sample Proposal Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below:

- (a) if specified **in the PDS**, the Proposer must also propose separate enforceable contracts for the Recurrent Cost Items not included in the main Contract;
- (b) prices for Recurrent Costs are all-inclusive of the costs of necessary Goods such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the Information System and, if appropriate, of the Proposer's own allowance for price increases;
- (c) prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in GCC Clause 29.4 and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in SCC Clause 1.1. (e) (xiii), shall be quoted as Service prices on the Recurrent Cost Sub-Table in detail, and on the Recurrent Cost Summary Table in currency totals.

17.3. Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Section VII), and with GCC and SCC Clause 12 – Terms of Payment. Proposers may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables

17.4. The price of items that the Proposer has left blank in the cost tables provided in the Sample Proposal Forms (Section IV) shall be assumed to be included in the price of other items. Items omitted altogether from the cost tables shall be assumed to be omitted from the Proposal and, provided that the Proposal is substantially responsive, an adjustment to the Proposal price will be made during Proposal evaluation in accordance with ITP 34.1.

17.5. The prices for Goods components of the Information System are to be expressed and shall be defined and governed in accordance with the rules prescribed in the edition of Incoterms specified in the PDS, as follows:

(a) Goods supplied from outside the Purchaser's country:

Unless otherwise specified **in the PDS**, the prices shall be quoted on a CIP (named place of destination) basis, exclusive of all taxes, stamps, duties, levies, and fees imposed in the Purchaser's country. The named place of destination and special instructions for the contract of carriage are as specified in the SCC for GCC 1.1 (e) (iii). In quoting the price, the Proposer shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Proposer may obtain insurance services from any eligible source country;

(b) Locally supplied Goods:

Unit prices of Goods offered from within the Purchaser's Country, shall be quoted on an EXW (ex factory, ex works, ex warehouse or off-the-shelf, as applicable) basis, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the Goods, but excluding all VAT or sales and other taxes and duties/fees incurred for the Goods at the time of invoicing or sales transaction, if the Contract is awarded;

(c) Inland transportation.

- 17.6. Unless otherwise stated in the PDS, inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites must be quoted separately as a Service item in accordance with ITP 17.5, whether the Goods are to be supplied locally or from outside the Purchaser's country, except when these costs are already included in the price of the Goods, as is, e.g., the case, when ITP 17.5 (a) specifies CIP, and the named places of destination are the Project Sites.
- 17.7. The price of Services shall be separated into their local and foreign currency components and where appropriate, broken down into unit prices. Prices must include all taxes, duties, levies and fees whatsoever, except only VAT or other indirect taxes, or stamp duties, that may be assessed and/or apply in the Purchaser's country on/to the price of the Services invoiced to the Purchaser, if the Contract is awarded.
- 17.8. Unless otherwise specified in the PDS, the prices must include all costs incidental to the performance of the Services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation, printing of materials, etc. Costs incidental to the delivery of the Services but incurred

by the Purchaser or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these request for proposals documents (as, e.g., a requirement for the Proposer to include the travel and subsistence costs of trainees).

- 17.9. Unless otherwise specified in the PDS, prices quoted by the Proposer shall be fixed during the Proposer's performance of the Contract and not subject to increases on any account. Proposals submitted that are subject to price adjustment will be rejected.

18. Currencies of Proposal and Payment

- 18.1. The currency(ies) of the Proposal and currencies of payment shall be the same. The Proposer shall quote in the currency of the Purchaser's Country the portion of the Proposal price that corresponds to expenditures incurred in the currency of the Purchaser's Country, unless otherwise specified in the PDS.
- 18.2. The Proposer may express the Proposal price in any currency. If the Proposer 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 Purchaser's Country.

19. Period of Validity of Proposals

- 19.1. Proposals shall remain valid until the date specified in the PDS or any extended date if amended by the Purchaser in accordance with ITP 8. A Proposal that is not valid until the date specified in the PDS, or any extended date if amended by the Purchaser in accordance with ITP 8, shall be rejected by the Purchaser as nonresponsive.
- 19.2. In exceptional circumstances, prior to the date of expiry of the Proposal validity, the Purchaser may request Proposers to extend the date of validity until a specified date. The request and the responses shall be made in writing. If a Proposal Security is requested in accordance with ITP 20, it shall also be extended for twenty-eight days (28) beyond the deadline of the extended validity period. A Proposer may refuse the request without forfeiting its Proposal Security. A Proposer granting the request shall not be required or permitted to modify its Proposal, except as provided in ITP 19.3.
- 19.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Proposal validity specified in accordance with ITP 19.1, the Contract price shall be determined as follows:

- (a) in case of fixed price contracts, the contract price shall be the Proposal price adjusted by a factor or factors specified **in the PDS**;
- (b) in the case of an adjustable price contracts, no adjustments shall be made;
- (c) in any case, Proposal evaluation shall be based on the Proposal Price without taking into consideration the applicable correction from those indicated above.

20. Proposal Security

- 20.1. The Proposer shall furnish as part of the Technical Part of its Proposal, either a Proposal-Securing Declaration or a Proposal Security as specified in the PDS, in original form and, in the case of a Proposal Security, in the amount and currency specified in the PDS.
- 20.2. A Proposal-Securing Declaration shall use the form included in Section IV, Proposal Forms.
- 20.3. If a Proposal Security is specified pursuant to ITP 20.1, the Proposal security shall be a demand guarantee in any of the following forms at the Proposer's option:
 - (a) an unconditional guarantee issued by a 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 indicated **in the PDS**,

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

- 20.4. If a Proposal Security or a Proposal-Securing Declaration is specified pursuant to ITP 20.1, any Proposal not accompanied by a substantially responsive Proposal Security or Proposal-Securing Declaration shall be rejected by the Purchaser as non-responsive.
- 20.5. If a Proposal Security is specified pursuant to ITP 20.1, the Proposal Security of unsuccessful Proposers shall be returned as promptly as possible upon the successful Proposer's furnishing of the Performance Security pursuant to ITP 48.
- 20.6. The Proposal Security of the successful Proposer shall be returned as promptly as possible once the successful Proposer has signed the Contract and furnished the required Performance Security.
- 20.7. The Proposal Security may be forfeited:
 - (a) if a Proposer withdraws its Proposal prior to the expiry date of Proposal validity specified by the Proposer on the Letter of Proposal or any extended date provided by the Proposer; or
 - (b) if the successful Proposer fails to:
 - (i) sign the Contract in accordance with ITP 47; or
 - (ii) furnish a performance security in accordance with ITP 48.

20.8. The Proposal Security or the Proposal-Securing Declaration of a JV shall be in the name of the JV that submits the Proposal. If the JV has not been legally constituted into a legally enforceable JV at the time of submission of Proposals, the Proposal Security or the Proposal-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITP 4.1 and ITP 11.5.

20.9. If a Proposal Security is not required in the PDS, and;

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

(b) if the successful Proposer fails to: sign the Contract in accordance with ITP 47; or furnish a Performance Security in accordance with ITP 48;

the Purchaser may, if provided for **in the PDS**, declare the Proposer disqualified to be awarded a contract by the Purchaser for a period of time as stated **in the PDS**.

**21.Format and
Signing of
Proposal**

21.1. The Proposer shall prepare one original and copies/sets of the documents comprising the Proposal as described in ITP 11 and Proposer22.

21.2. Proposers shall mark as “CONFIDENTIAL” information in their Proposals 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 Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Proposer. This authorization shall consist of a written confirmation as specified in the PDS and shall be attached to the Proposal. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal where entries or amendments have been made shall be signed or initialed by the person signing the Proposal.

- 21.4. In case the Proposer is a JV, the Proposal 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 interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

D. SUBMISSION OF PROPOSALS

22.Submission, Sealing and Marking of Proposals

- 22.1. The Proposer shall deliver the Proposal 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 PROPOSAL". In addition, the Proposer shall submit copies of the Proposal in the number specified in the PDS. 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 Proposer shall place both of these envelopes in a separate, sealed outer envelope marked "PROPOSAL COPIES". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2. If alternative Proposals are permitted in accordance with ITP 14, the alternative Proposals shall be submitted as follows: the original of the alternative Proposal Technical Part shall be placed in a sealed envelope marked "ALTERNATIVE PROPOSAL – TECHNICAL PART" and the Financial Part shall be placed in a sealed envelope marked "ALTERNATIVE PROPOSAL – FINANCIAL PART" and these two separate sealed envelopes then enclosed within a sealed outer envelope marked "ALTERNATIVE PROPOSAL – ORIGINAL", the copies of the alternative Proposal will be placed in separate sealed envelopes marked "ALTERNATIVE PROPOSAL – COPIES OF TECHNICAL PART", and "ALTERNATIVE PROPOSAL – COPIES OF FINANCIAL PART" and enclosed in a separate sealed outer envelope marked "ALTERNATIVE PROPOSAL - COPIES.
- 22.3. The envelopes marked "ORIGINAL PROPOSAL" and "PROPOSAL COPIES" (and, if appropriate, a third envelope marked "ALTERNATIVE PROPOSAL") shall be enclosed in a separate sealed outer envelope for submission to the Purchaser.

22.4. The inner and outer envelopes shall:

- (a) bear the name and address of the Proposer;
- (b) be addressed to the Purchaser in accordance with ITP 23.1;
- (c) bear the specific identification of this request for proposals process indicated in accordance with ITP 1.1; and
- (d) bear a warning not to open before the time and date for Proposal opening.

22.5. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Proposal.

**23. Deadline for
Submission of
Proposals**

23.1. Proposals must be received by the Purchaser at the address and no later than the date and time indicated in the PDS. When so specified in the PDS, Proposers shall have the option of submitting their Proposals electronically. Proposers submitting Proposals electronically shall follow the electronic Proposal submission procedures specified in the PDS.

23.2. The Purchaser may, at its discretion, extend this deadline for submission of Proposals by amending the request for proposals documents in accordance with ITP 8, in which case all rights and obligations of the Purchaser and Proposers will thereafter be subject to the deadline as extended.

24. Late Proposals

24.1. The Purchaser shall not consider any Proposal that arrives after the deadline for submission of Proposals, in accordance with ITP 23. Any Proposal received by the Purchaser after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

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

25.1. A Proposer may withdraw, substitute, or modify its Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITP 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITP 21 and ITP 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
- (b) received by the Purchaser prior to the deadline prescribed for submission of Proposals, in accordance with ITP 23.

25.2. Proposals requested to be withdrawn in accordance with ITP 25.1 shall be returned unopened to the Proposers.

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

E. PUBLIC OPENING OF TECHNICAL PARTS OF PROPOSALS

**26. Public Opening
of Technical
Parts of
Proposals**

26.1. Except as in the cases specified in ITP 24 and ITP 25.2, the Purchaser shall conduct the Proposal opening in public, in the presence of Proposers' designated representatives and anyone who chooses to attend, and at the address, date and time specified in the PDS. Any specific electronic Proposal opening procedures required if electronic submission of proposals is permitted in accordance with ITP 23.1, shall be as specified in the PDS.

- 26.2. First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Proposal shall not be opened but returned to the Proposer. No Proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Proposal opening.
- 26.3. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Proposal being substituted, and the substituted Proposal shall not be opened, but returned to the Proposer. No Proposal substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Proposal opening.
- 26.4. Envelopes marked “Modification” shall be opened and read out with the corresponding Proposal. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening. Only Proposals that are opened and read out at Proposal opening shall be considered further.
- 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 Purchaser in safe custody until they are opened at a later public opening, following the evaluation of the Technical Part parts of the Proposals. On opening the envelopes marked “Technical Part” the Purchaser shall read out: the name of the Proposer, the presence or the absence of a Proposal Security, or Proposal-Securing Declaration, if required, and whether there is a modification; and Alternative Proposal - Technical Part; and any other details as the Purchaser may consider appropriate.
- 26.6. Only Technical Parts of Proposals and Alternative Proposal - Technical Parts that are read out at Proposal opening shall be considered further for evaluation. The Letter of Proposal-Technical Part and the separate sealed envelope marked “Second Envelope: Financial Part” are to be initialed by representatives of the Purchaser attending Proposal opening in the manner specified in the PDS.
- 26.7. The Purchaser shall neither discuss the merits of any Proposal nor reject any Proposal (except for late Proposals, in accordance with ITP 24.1).

- 26.8. The Purchaser shall prepare a record of the Proposal opening that shall include, as a minimum:
- (a) the name of the Proposer and whether there is a withdrawal, substitution, or modification;
 - (b) any alternative Proposals; and
 - (c) the presence or absence of a Proposal Security or a Proposal-Securing Declaration.
- 26.9. The Proposers' representatives who are present shall be requested to sign the record. The omission of a Proposer'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 Proposers.

F. EVALUATION OF PROPOSALS- GENERAL PROVISIONS

- 27. Confidentiality**
- 27.1. Information relating to the evaluation of the Technical Part shall not be disclosed to Proposers or any other persons not officially concerned with the procurement process until the notification of evaluation of the Technical Part in accordance with ITP 33. 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 Proposers or any other persons not officially concerned with the RFP process until the Notification of Intention to Award the Contract is transmitted to Proposers in accordance with ITP 42ProposerProposer.
- 27.2. Any effort by a Proposer to influence the Purchaser in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.
- 27.3. Notwithstanding ITP 27.2, from the time of Proposal opening to the time of Contract award, if any Proposer wishes to contact the Purchaser on any matter related to the procurement process, it should do so in writing.

28. Clarification of Proposals

- 28.1. To assist in the examination, evaluation, and comparison of the Proposals, and qualification of the Proposers, the Purchaser may, at its discretion, ask any Proposer for a clarification of its Proposal. Any clarification submitted by a Proposer that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Proposals, in accordance with ITP 35.
- 28.2. If a Proposer does not provide clarifications of its Proposal by the date and time set in the Purchaser's request for clarification, its Proposal may be rejected.

29. Deviations, Reservations, and Omissions

- 29.1. During the evaluation of Proposals, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the request for proposals document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the request for proposals document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the request for proposals document.
- 29.2. Provided that a Proposal is substantially responsive, the Purchaser may waive any nonmaterial nonconformities in the Proposal.
- Provided that a Proposal is substantially responsive, the Purchaser may request that the Proposer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Proposal related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

G. EVALUATION OF TECHNICAL PART OF PROPOSALS

- 30.Determination of Responsiveness**
- 30.1. The Purchaser's determination of the Technical Part's responsiveness shall be based on the contents of the Proposal, as specified in ITP 11.
- 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 request for proposals documents. A substantially responsive Proposal is one that materially confirms to the requirements of the request for proposals 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 Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the request for proposals document, the Purchaser's rights or the Proposer's obligations under the proposed Contract; or
 - (iii) limit in any substantial way, inconsistent with the request for proposals document, the Purchaser's rights or the Proposer's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Proposers presenting substantially responsive Proposals.
- 30.3. If the Technical Part is not substantially responsive to the requirements of the request for proposals document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 31.Eligibility and Qualifications of the Proposer**
- 31.1. The Purchaser shall determine to its satisfaction whether the Proposers that have been assessed to have submitted substantially responsive Proposals are eligible, and either continue to meet (if prequalification applies) or meet (if prequalification has not been carried out), the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

- 31.2. The determination shall be based upon an examination of the documentary evidence of the Proposer's eligibility and qualifications submitted by the Proposer, pursuant to ITP 15. The determination shall not take into consideration the qualifications of other firms such as the Proposer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the request for proposals document), or any other firm.
- 31.3. Prior to Contract award, the Purchaser will verify that the successful Proposer (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Proposer. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Proposer to propose a replacement subcontractor.
- 31.4. Only substantially responsive Proposals submitted by eligible and qualified Proposers shall proceed to the detailed technical evaluation specified in ITP 32.
- 31.5. The Purchaser's evaluation of Technical Part will be carried out as specified in Section III, Evaluation and Qualification Criteria.
- 32. Detailed Evaluation of Technical Part** 32.1. The scores and weightings to be given to Rated Criteria (including technical and non-price factors and sub factors) are specified in the PDS.

H. NOTIFICATION OF EVALUATION OF TECHNICAL PARTS AND PUBLIC OPENING OF FINANCIAL PARTS

- 33. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts** 33.1. Following the completion of the evaluation of the Technical Parts of the Proposals, the Purchaser shall notify in writing those Proposers whose Proposals were considered substantially non-responsive to the request for proposals 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 Proposal failed to meet the requirements of the request for proposals 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) Option 1: when BAFO or negotiations is not to be applied notify them of the date, time and location of the public opening of the envelopes marked 'Financial Part', or;

Option 2: **when BAFO or negotiations apply as specified in the PDS**, notify them that: (i) the envelopes marked 'Financial Part' will not be opened in public, but in the presence of a probity auditor appointed by the Purchaser, and that (ii) the announcement of the names of the Proposers whose Financial Parts will be opened and the total Proposal prices will be deferred to the time that the Notification of Intention to Award the contract is issued.

- 33.2. The Purchaser shall, simultaneously, notify in writing those Proposers whose Technical Part have been evaluated as substantially responsive to the request for proposals document and met the eligibility and qualification requirements, advising them of the following information:
- 33.3. their Proposal has been evaluated as substantially responsive to the request for proposals document and met the eligibility and qualification requirements;
- 33.4. Option 1: when BAFO or negotiations is not to be applied notify them of the date, time and location of the public opening of the envelopes marked 'Financial Part', or;

Option 2: when BAFO or negotiations apply as specified in the PDS, notify them that: (i) the envelopes marked 'Financial Part' will not be opened in public, but in the presence of a probity auditor appointed by the Purchaser, and that (ii) the announcement of the names of the Proposers whose Financial Parts will be opened and the total Proposal prices will be deferred to the time that the Notification of Intention to Award the contract is issued.

- 33.5. When BAFO or negotiations do not apply as specified in the PDS, the Financial Part of the Proposal shall be opened publicly in the presence of Proposers' designated representatives and anyone who chooses to attend.
- 33.6. 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 ITP 33.1 and 33.2. However, if the Purchaser receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITP 50.1.

- 33.7. At this public opening, the Financial Parts will be opened by the Purchaser in the presence of Proposers, or their designated representatives and anyone else who chooses to attend. Proposers who met the eligibility and qualification requirements and whose Proposals 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 Purchaser. The Purchaser shall read out the names of each Proposer, the technical score and the total Proposal prices, per lot (contract) if applicable, including any discounts and Alternative Proposal - Financial Part, and any other details as the Purchaser may consider appropriate.
- 33.8. Only envelopes of Financial Part of Proposals, Financial Parts of Alternative Proposals and discounts that are opened and read out at Proposal opening shall be considered further for evaluation. The Letter of Proposal – Financial Part and the Price Schedules are to be initialed by a representative of the Purchaser attending the Proposal opening in the manner specified in the PDS.
- 33.9. The Purchaser shall neither discuss the merits of any Proposal nor reject any envelopes marked “SECOND ENVELOPE: FINANCIAL PART” at this public opening.
- 33.10. The Purchaser shall prepare a record of the Financial Part of the Proposal opening that shall include, as a minimum: (a) the name of the Proposer whose Financial Part was opened; (b) the Proposal price, per lot (contract) if applicable, including any discounts; and (c) if applicable, any Alternative Proposal – Financial Part.
- 33.11. The Proposers 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 Proposer’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 Proposers.
- 33.12. When, as specified in the PDS, BAFO or negotiations apply the Financial Parts will not be opened in public and will be opened

in the presence of a probity auditor appointed by the Purchaser.

- 33.13. At the opening each of the envelopes marked “Financial Part” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Purchaser. The Purchaser shall record the names of each Proposer, and the total Proposal prices and any other details as the Purchaser may consider appropriate. The Letter of Proposal - Financial Part and the Price Schedules are to be initialed by a representative of the Purchaser attending the opening and by the probity auditor.
- 33.14. The Purchaser shall prepare a record of the opening of the Financial Part envelopes that shall include, as a minimum:
- (a) the name of the Proposers whose Financial Part was opened;
 - (b) the Proposal prices including any discounts. and
 - (c) The Probity Auditor’s report of the opening of the Financial Part.
- 33.15. The probity auditor shall sign the record. The contents of the envelopes marked ‘Financial Part’ and the record of the opening shall be kept in safe custody by the Purchaser and not disclosed to anyone until the time of the transmission of the Notification of Intention to Award the contract.

I. EVALUATION OF FINANCIAL PART OF PROPOSALS

34.Adjustments for Non-material Nonconformities

- 34.1. Provided that a Proposal is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Proposal Price. To this effect, the Proposal 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 Proposers. If the price of the item or component cannot be derived from the price of other substantially responsive Proposers, the Purchaser shall use its best estimate.

35.Correction of Arithmetic Errors

- 35.1. In evaluating the Financial Part of each Proposal, the Purchaser shall correct arithmetical errors on the following basis:

- (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;
- (b) where there are errors between the total of the amounts of Schedule Nos. 1 to 5 and the amount given in Schedule No. 6 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; 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.

35.2. Proposers shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITP 35.1, shall result in the rejection of the Proposal.

**36. Evaluation of
Proposals
Financial Part**

36.1. To evaluate the Financial Part, the Purchaser shall consider the following:

- (a) the Proposal price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules;
- (b) price adjustment for correction of arithmetic errors in accordance with ITP 35.1;
- (c) price adjustment due to discounts offered in accordance with ITP 26;
- (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITP 34.1;
- (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITP 36.2; and
- (f) the evaluation factors indicated in the PDS and detailed in Section III, Evaluation and Qualification Criteria.

36.2. For evaluation and comparison purposes, the currency(ies) of the **Proposal** shall be converted into a single currency **as specified in the PDS**.

36.3. No margin of domestic preference shall apply.

- 36.4. If price adjustment is allowed in accordance with ITP 17.7, 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 Proposal evaluation.
- 36.5. If this request for proposals document allows Proposers to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Most Advantageous Proposal using the methodology specified 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 Proposal evaluation.
- 36.6. The Purchaser will evaluate and compare the Proposals. The evaluation will be performed assuming either that:
- (a) the Contract will be awarded to the Most Advantageous Proposal for the entire Information System; or
 - (b) if specified **in the PDS**, Contracts will be awarded to the Proposers for each individual Subsystem, lot, or slice defined in the Technical Requirements whose Proposals result in the Most Advantageous Proposal/Proposals for the entire System.

In the latter case, discounts that are conditional on the award of more than one Subsystem, lot, or slice may be offered in Proposals. Such discounts will be considered in the evaluation of Proposals as specified **in the PDS**.

37. Abnormally Low Proposals

- 37.1. An Abnormally Low Proposal is one where the Proposal price in combination with other constituent elements of the Proposal appears unreasonably low to the extent that the Proposal price raises material concerns as to the capability of the Proposer to perform the Contract for the offered Proposal Price.
- 37.2. In the event of identification of a potentially Abnormally Low Proposal, the Purchaser shall seek written clarifications from the Proposer, including detailed price analyses of its Proposal 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 request for proposals document.
- 37.3. After evaluation of the price analyses, in the event that the Purchaser determines that the Proposer has failed to

demonstrate its capability to perform the Contract for the offered Proposal Price, the Purchaser shall reject the Proposal.

**38.Unbalanced or
Front Loaded
Proposals**

- 38.1. If the Proposal that is evaluated as the lowest evaluated cost is, in the Purchaser's opinion, seriously unbalanced or front loaded the Purchaser may require the Proposer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Proposal prices with the scope of information systems, installations, proposed methodology, schedule and any other requirements of the request for proposals document.
- 38.2. After the evaluation of the information and detailed price analyses presented by the Proposer, the Purchaser may:
- (a) accept the Proposal; or
 - (b) if appropriate, require that the total amount of the Performance Security be increased, at the expense of the Proposer, to a level not exceeding twenty percent (20%) of the Contract Price; or
 - (c) reject the Proposal.

**J. EVALUATION OF COMBINED TECHNICAL AND FINANCIAL PARTS,
MOST ADVANTAGEOUS PROPOSAL AND NOTIFICATION OF
INTENTION TO AWARD**

**39.Evaluation of
combined
Technical and
Financial Parts,
Most
Advantageous
Proposal**

- 39.1. The Purchaser's evaluation of responsive Proposals 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 PDS. The Purchaser will rank the Proposals based on the evaluated Proposal score (B).
- 39.2. Best and Final Offer (BAFO): After completion of the combined technical and financial evaluation of proposals, If specified in the PDS, the Purchaser may invite those Proposers to submit their BAFOs. The procedure for submitting BAFOs will be specified in the PDS. BAFO is a final opportunity for Proposers to improve their Proposals without changing the specified business function and performance requirements in accordance with the invitation to Submit Second Stage

Combined Technical and Financial Proposals, Proposers are not obliged to submit a BAFO. Where BAFO is used there will be no negotiation after BAFO.

- 39.3. BAFO will apply a two envelope procurement process. The submission of BAFOs, opening of the Technical Parts and Financial Parts and the evaluation of Proposals will follow the procedures described for the Technical, Financial and Combined evaluation above, as appropriate.
- 39.4. The Purchaser shall determine the Most Advantageous Proposal. The Most Advantageous Proposal is the Proposal of the Proposer that meets the Qualification Criteria and whose Proposal has been determined to be substantially responsive to the request for proposals document and is the Proposal with the highest combined technical and financial score.
- 39.5. If specified in the PDS, the Purchaser may conduct negotiations following the evaluation of the proposals and before the final contract award. The procedure of the negotiations will be specified in the PDS.
- 39.6. Negotiations shall be held in the presence of probity auditor appointed by the Purchaser.
- 39.7. Negotiations may address any aspect of the contract so long as they do not materially change the specified business function and performance requirements.
- 39.8. The Purchaser may negotiate first with the Proposer that has the Most Advantageous Proposal. If the negotiations are unsuccessful the Purchaser may negotiate with the Proposer that has the next best Most Advantageous Proposal, and so on down the list until a successful negotiated outcome is achieved.
- 39.9. Unless otherwise specified in the PDS, the Purchaser will NOT carry out tests prior to Contract award, to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements. However, if so specified in the PDS the Purchaser may carry out such tests as detailed in the PDS.
- 39.10. Proposer.
- 39.11. Prior to Contract award, the Purchaser may carry out visits or interviews with the Proposer's clients referenced in its Proposal and site inspections.
- 39.12. The capabilities of the manufacturers and subcontractors proposed by the Proposer that is determined to have offered

the Most Advantageous Proposal for identified major items of supply or services will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Proposal will not be rejected, but the Proposer will be required to substitute an acceptable manufacturer or subcontractor without any change to the Proposal price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

**40. Purchaser's
Right to Accept
Any Proposal,
and to Reject
Any or All
Proposals**

40.1. The Purchaser reserves the right to accept or reject any Proposal, and to annul the procurement process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Proposers. In case of annulment, all Proposals submitted and specifically, Proposal securities, shall be promptly returned to the Proposers.

**41. Standstill
Period**

41.1. 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 ITP 46. The Standstill Period commences the day after the date the Purchaser has transmitted to each Proposer the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

**42. Notification of
Intention to
Award**

42.1. The Purchaser shall send to each Proposer the Notification of Intention to Award the Contract to the successful Proposer. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Proposer submitting the successful Proposal;
- (b) the Contract price of the successful Proposal;
- (c) the total combined score of the successful Proposal;
- (d) the names of all Proposers who submitted Proposals, and their Proposal prices as readout and as evaluated prices and technical scores;

- (e) a statement of the reason(s) the Proposal (of the unsuccessful Proposer 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;

K. AWARD OF CONTRACT

43.Award Criteria	43.1. Subject to ITP 40, the Purchaser shall award the Contract to the successful Proposer. This is the Proposer whose Proposal has been determined to be the Most Advantageous Proposal.. Proposer.
44.Purchaser's Right to Vary Quantities at Time of Award	44.1. The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage(s) for items as indicated in the PDS.
45.Notification of Award	45.1. Prior to the date of expiry of the Proposal validity and upon expiry of the Standstill Period, specified in ITP 41.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Proposer, in writing, that its Proposal has been accepted. The notification letter (hereinafter and in the Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). 45.2. Within ten (10) Business days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information: (a) name and address of the Purchaser; (b) name and reference number of the contract being awarded, and the selection method used; (c) names of all Proposers that submitted Proposals, and their Proposal prices as read out at Proposal opening, and as evaluated;

- (d) name of Proposers whose Proposals were rejected and the reasons for their rejection;
- (e) the name of the successful Proposer, the final total contract price, the contract duration and a summary of its scope; and
- (f) successful Proposer's Beneficial Ownership Disclosure Form.

45.3. The Contract Award Notice shall be published on the Purchaser's website with free access if available, or in at least one newspaper of national circulation in the Purchaser's Country, or in the official gazette.

45.4. Until a formal contract is prepared and executed, the Notification of Award shall constitute a binding Contract.

**46. Debriefing by
the Purchaser**

46.1. On receipt of the Purchaser's Notification of Intention to Award referred to in ITP 42, an unsuccessful Proposer has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Proposers whose request is received within this deadline.

46.2. Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser 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 Purchaser shall promptly inform, by the quickest means available, all Proposers of the extended standstill period.

46.3. Where a request for debriefing is received by the Purchaser later than the three (3) Business Day deadline, the Purchaser 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.

- 46.4. Debriefings of unsuccessful Proposers may be done in writing or verbally. The Proposer shall bear their own costs of attending such a debriefing meeting.

**47. Signing of
Contract**

- 47.1. The Purchaser shall send to the successful Proposer 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.
- 47.2. The successful Proposer shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.
- 47.3. Notwithstanding ITP 47.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the Information System to be supplied, where such export restrictions arise from trade regulations from a country supplying those Information System, the Proposer shall not be bound by its Proposal, always provided, however, that the Proposer can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Proposer in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the Information System under the terms of the Contract.

**48. Performance
Security**

- 48.1. Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Purchaser, the successful Proposer shall furnish the performance security in accordance with the General Conditions, subject to ITP 38.2 (b), using for that purpose the Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Purchaser. If the Performance Security furnished by the successful Proposer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Proposer to be acceptable to the Purchaser. A foreign institution providing a Performance Security shall have a correspondent financial institution located in the Purchaser's Country.

- 48.2. Failure of the successful Proposer 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 Proposal Security. In that event the Purchaser may award the Contract to the Proposer offering the next Most Advantageous Proposal.

49. Adjudicator

- 49.1. Unless the PDS states otherwise, the Purchaser proposes that the person named in the PDS be appointed as Adjudicator under the Contract to assume the role of informal Contract dispute mediator, as described in GCC Clause 43.1. In this case, a résumé of the named person is attached to the PDS. The proposed hourly fee for the Adjudicator is specified in the PDS. The expenses that would be considered reimbursable to the Adjudicator are also specified in the PDS. If a Proposer does not accept the Adjudicator proposed by the Purchaser, it should state its non-acceptance in its Proposal Form and make a counterproposal of an Adjudicator and an hourly fee, attaching a résumé of the alternative. If the successful Proposer and the Adjudicator nominated in the PDS happen to be from the same country, and this is not the country of the Purchaser too, the Purchaser reserves the right to cancel the Adjudicator nominated in the PDS and propose a new one. If by the day the Contract is signed, the Purchaser and the successful Proposer have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed, at the request of either party, by the Appointing Authority specified in the SCC clause relating to GCC Clause 43.1.4, or if no Appointing Authority is specified there, the Contract will be implemented without an Adjudicator.

**50. Procurement
Related
Complaint**

- 50.1. The procedures for making a Procurement-related Complaint are as specified in the PDS.

SECTION II - PROPOSAL DATA SHEET (PDS)

The following specific data for the Information System to be procured shall complement, supplement, or amend the provisions in the Instructions to Proposers (ITP). Whenever there is a conflict, the provisions in the PDS shall prevail over those in ITP.

ITP Reference	A. General
ITP 1.1	The reference number of the Request for Proposals is: PK-BOI-542104-GO-RFP The Purchaser is: Digital Economy Enhancement Project (DEEP-BOI) The name of the RFP is: <i>Designing and Developing the Pakistan Regulatory Registry (PRR) and Providing Technical Assistance for Phase-wise Mapping, Streamlining and Cataloguing of RLCOs</i> The Purchaser shall not accept Proposal for multiple lots under this request for proposals document. The lots are: <i>“Not applicable”</i>
ITP 1.3 (a)	Electronic Procurement shall not be applicable to this procurement.
ITP 2.1	The Borrower is: Islamic Republic of Pakistan Loan or Financing Agreement amount: US\$ 78 Million The name of the Project is: Digital Economy Enhancement Project DEEP-BOI
ITP 4.1	Maximum number of members in the JV shall be: <i>Three (3)</i>
ITP 4.5	A list of debarred firms and individuals is available on the Bank’s external website: http://www.worldbank.org/debarr .
B. Request for proposals Document	
ITP 7.1	For <u>Clarification of Proposal purposes</u> only, the Purchaser’s address is: Attention: Procurement Management Specialist, DEEP (BOI) Address: 6th floor, Kohsar Block, Pak Secretariat,

	Floor/ Room number: <i>6th floor</i> City: <i>Islamabad</i> Country: <i>Pakistan</i> Electronic mail address: pms.deep@invest.gov.pk Requests for clarification should be received by the Purchaser no later than: <i>ten (10) days prior to the deadline for submission of Proposals in accordance with ITP 23.</i>
ITP 7.1	Web page: www.invest.gov.pk
ITP 7.4	A Pre-Proposal meeting “<i>shall</i>” take place at the following date, time and place: Date: May 12, <i>2026</i> Time: <i>1100 Hours Pakistan Standard Time</i> Address: Prime Minister’s Office, Board of Investment, <i>6th floor, Kohsar Block, Pak Secretariat,</i> <i>6th Floor– ONLINE/ VIRTUAL * Deep BOI Cell</i> City: <i>Islamabad</i> Country: <i>Pakistan</i> A site visit conducted by the Purchaser <i>shall not be</i> organized. <i>The link for pre-proposal meeting and further updates shall be available on BOI websites https://Invest.gov.pk/ and under the tab “Latest News/ News & Events” and/ or “Tenders/ Procurement” after April 22, 2026.</i>
C. Preparation of Proposals	
ITP 10.1	The language of the Proposal is: “<i>English</i>”. All correspondence exchange shall be in <i>English</i> language. Language for translation of supporting documents and printed literature is <i>English</i>.
ITP 11.2 (j)	The Proposer shall submit with its Proposal the following additional documents the Technical Part of its Proposal: Code of Conduct for Supplier’s Personnel (ES) The Proposer shall submit its Code of Conduct that will apply to the Supplier’s Personnel (as defined in GCC Clause 1.1) employed in the

	execution of the Contract at the Project Site/s to ensure compliance with the Supplier’s Environmental and/or Social obligations under the Contract, as applicable. The Proposer 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 Proposer may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks The Proposer shall submit Management Strategies and Implementation Plans (MSIPs) to manage the standard Environmental and Social (ES) risks: Cyber security management strategies and implementation plans The Proposer shall submit method statement, management strategies and implementation plans and innovations to manage cyber security risks.
ITP 11.3(d)	The Proposer shall submit the following additional documents in the Financial Part of its Proposal: <i>Not Applicable.</i>
ITP 13.1	<i>Alternative Proposals are not permitted</i>
ITP 13.2	Alternatives to the Time Schedule <i>are not</i> permitted. If alternatives to the Time Schedule are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.
ITP 13.4	Alternative technical solutions shall be permitted for the following parts of the Information System: <i>“none”</i> as further detailed in the Section VII – Purchaser’s Requirements <i>“not applicable”</i> .
ITP 15.2	Prequalification <i>“has not”</i> been undertaken.
ITP 16.2 (a)	In addition to the topics described in ITP Clause 16.2 (a), the Preliminary Project Plan must address the following topics: (i) <i>Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);</i> (ii) <i>Implementation Sub-Plan;</i> (iii) <i>Training Sub-Plan;</i>

	(iv) Testing and Quality Assurance Sub-Plan; (v) Warranty Defect Repair and Technical Support Service Sub-Plan
ITP 16.3	In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Proposers shall offer the following items: Not Applicable
ITP 17.2	he Proposer “must” propose Recurrent Cost Items
ITP 17.2	The Proposer “ must ” propose for contracts for Recurrent Cost Items not included in the main Contract.
ITP 17.5	The Incoterms edition is: 2020 .
ITP 17.5 (a)	Named place of destination is: Islamabad
ITP 17.6	Named place of final destination (or Project site) is: Islamabad .
ITP 17.8	ITP 17.8 is modified as follows: “There are no modifications to ITP 17.8”
ITP 17.9	The prices quoted by the Proposer shall not be subject to adjustment during the performance of the Contract.
ITP 18.1	The Proposer is required to quote in the currency of the Purchaser’s Country the portion of the Proposal price that corresponds to expenditures incurred in that currency.
ITP 19.1	The Proposal shall be valid until: 180 days from the last date of proposal(s) submission .
ITP 19.3 (a)	The Proposal price shall be adjusted by the following factor(s): Not Applicable
ITP 20.1	A Proposal-Securing Declaration “ shall be ” required.
ITP 20.3 (d)	Other types of acceptable securities: “None”
ITP 20.9	If the Proposer performs any of the actions prescribed in ITP 20.9 (a) or (b), the Purchaser will declare the Proposer ineligible to be awarded contracts by the Purchaser for a period of Three (03)

	Years starting from the date the Proposer performs any of the actions.
ITP 21.3	The written confirmation of authorization to sign on behalf of the Proposer shall consist of: A board resolution or its equivalent, or notarized Power of Attorney specifying the representative's authority to sign the proposal(s) on behalf of, and to legally bind, the proposal(s) shall be provided. If the proposer is an intended or an existing Joint Venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the Joint Venture to sign on behalf of and legally bind the intended or existing Joint Venture partners. If the Joint Venture has not been formed, also include evidence from all proposed Joint Venture partners of their intent to enter into a Joint Venture in the event of a contract award following ITP 11.
D. Submission and Opening of Proposals	
ITP 22.1	In addition to the original of the Proposal, the number of copies is: <i>Two (2) hard copies and one (1) soft copy (Technical Part only on USB). In case of conflict between hard copies and soft copies, hard copies shall prevail</i>
ITP 23.1	For Proposal submission purposes only, the Purchaser's address is: Attention: <i>Procurement Specialist DEEP (BOI)</i> Address: <i>Prime Minister's Office, Board of Investment, 6th Floor, Kohsar Block, Pakistan Secretariat.</i> Floor/ Room number: <i>6th Floor DEEP (BOI) Cell</i> City: <i>Islamabad</i> Country: <i>Pakistan</i> The deadline for Proposal submission is: Date: June 11, <i>2026</i> Time: <i>1100 Hours Pakistan Standard Time</i>
ITP 23.1	Proposers <i>"shall not"</i> have the option of submitting their Proposals electronically.
E. Public Opening of Technical Parts of Proposals	
ITP 26.1	The Proposal opening shall take place at:

	Address: Prime Minister's Office, Board of Investment, 6th Floor, Kohsar Block, Pakistan Secretariat. Floor/ Room number: 6th Floor – DEEP (BOI) Cell City: Islamabad Country: Pakistan Date: June 11, 2026 Time: 1130 Hours Pakistan Standard Time																								
ITP 26.1	The electronic Proposal opening procedures shall be: <i>"not applicable"</i>																								
G. Evaluation of Technical Part of Proposals																									
ITP 32.2	The weighting to be given for Rated Criteria (including technical and non-price factors) is: 70 % The technical factors (including sub-factors if any), which for purposes of this document carry the same meaning as Rated Criteria, and the corresponding weight out of 100% are: <table border="1"> <thead> <tr> <th>Description</th><th>Weightage</th></tr> </thead> <tbody> <tr> <td>Registry Architecture (15%)</td><td>15</td></tr> <tr> <td>Resource Scaling (10%)</td><td>10</td></tr> <tr> <td>Low Code (10%)</td><td>10</td></tr> <tr> <td>Workflow Engine (15%)</td><td>15</td></tr> <tr> <td>Department-wise RLCO Mapping Methodology</td><td>5</td></tr> <tr> <td>Economic Activity / Sector-wise RLCO Mapping</td><td>5</td></tr> <tr> <td>Training Strategy for Public Servants</td><td>5</td></tr> <tr> <td>Stakeholder Workshop Strategy</td><td>5</td></tr> <tr> <td>Regulatory Impact Assessment (RIA) Methodology</td><td>5</td></tr> <tr> <td>AS-IS to TO-BE Process Reengineering</td><td>10</td></tr> <tr> <td>Team of Experts</td><td>15</td></tr> </tbody> </table> <i>Passing marks are at least 50% in technical evaluation. Only those proposer(s) who score(s) at least 50% in technical evaluation would be considered for further processing – financial part opening/ evaluation.</i> The technical proposal scoring methodology is specified in Annex Tech-I appended at the end of this document.	Description	Weightage	Registry Architecture (15%)	15	Resource Scaling (10%)	10	Low Code (10%)	10	Workflow Engine (15%)	15	Department-wise RLCO Mapping Methodology	5	Economic Activity / Sector-wise RLCO Mapping	5	Training Strategy for Public Servants	5	Stakeholder Workshop Strategy	5	Regulatory Impact Assessment (RIA) Methodology	5	AS-IS to TO-BE Process Reengineering	10	Team of Experts	15
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Regulatory Impact Assessment (RIA) Methodology	5																								
AS-IS to TO-BE Process Reengineering	10																								
Team of Experts	15																								

H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts	
ITP 33.8	The Letter of Proposal – Financial Part and the Price Schedules shall be initialed by <i>at least 02 authorized</i> representatives of the Purchaser conducting Proposal opening. <i>Each proposal(s) (the aforesaid pages) shall be initialed by the 2 authorized representatives of Purchaser and shall be numbered, as applicable.</i> <i>Any modification to the unit or total price shall be initialed by the respective Representative(s) of the Purchaser.</i>
I. Evaluation of Financial Part of Proposals	
36.1(f)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Time for Completion: No (b) Present value of Recurrent Costs No (c) Functional Guarantees of the Facilities No (d) Work, services, facilities, etc., to be provided by the Purchaser: No
ITP 36.2	The currency(ies) of the Proposal shall be converted into a single currency as follows: <i>Pak Rupees</i> The currency that shall be used for Proposal evaluation and comparison purposes to convert all Proposal prices expressed in various currencies into a single currency is: <i>Pak Rupees</i> The source of exchange rate shall be: <i>State Bank of Pakistan</i> The date for the exchange rate shall be: <i>Selling Rate prevailing 18 days prior to the last date of proposal(s) submission.</i>
J. Evaluation of Combined Technical and Financial Parts and Most Advantageous Proposal	
ITP 39.1	The weight to be given for cost is: <i>0.3 X of 1.0 (30%)</i>
ITP 39.2	<i>BAFO does not apply.</i>
ITP 39.5	<i>Negotiation does not apply.</i>

ITP 39.9	Not Applicable.
K. AWARD OF CONTRACT	
ITP 44	The maximum percentage by which quantities may be increased is: 15% The maximum percentage by which quantities may be decreased is: 15%
ITP 49	The proposed Adjudicator is: <i>Not Applicable.</i>
ITP 50.1	The procedures for making a Procurement-related Complaint are detailed in the “<u>Procurement Regulations for IPF Borrowers (Annex III)</u>.” A Procurement-related Complaint may challenge any of the following: 1. The terms of the request for proposals document; 2. the Purchaser’s decision to exclude a Proposer from the procurement process prior to the award of contract; and 3. The Purchaser’s decision to award the contract. If a Proposer wishes to make a Procurement-related Complaint, the Proposer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to: For the attention: <i>Mr. Aatif Umar Khalil</i> Title/position: <i>Director General</i> Purchaser: <i>Board of Investment</i> Email address: aatifumar@invest.gov.pk A copy of the complaint can be sent for the Bank’s information and monitoring to: <u>pprocurementcomplaints@worldbank.org</u>

Résumé of the proposed Adjudicator.

Not Applicable

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

This Section contains all the criteria that the Purchaser shall use to evaluate Proposals and qualify Proposers. No other factors, methods or criteria shall be used. The Proposer shall provide all the information requested in the forms included in Section IV, Proposal Forms.

1. Qualification

1.1 Qualification Requirements

The Proposer's qualification shall be assessed in accordance with the Qualification table included in this section.

1.2 Financial Resources

Using the relevant Form, FIN 1.3.3 in Section IV, Proposal Forms, the Proposer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:

(i) the following cash-flow requirement:

and

(ii) the overall cash flow requirements for this contract and its current supply and services' commitment.

1.3 Key Personnel

The Proposer must demonstrate that it will have suitably qualified key personnel. The Proposer shall complete the relevant Forms in Section IV, Proposal Forms.

1.4 Subcontractors/vendors/manufacturers

Subcontractors/vendors/manufacturers for major items of supply or services identified in the prequalification document must meet or continue to meet the minimum criteria specified therein for each item.

Subcontractors for the following additional major items of supply or services must meet the following minimum criteria, herein listed for that item:

Item No.	Description of Item	Minimum Criteria to be met
1	Similar to the corresponding sections/forms.	
2		
3		
...		

Failure to comply with this requirement will result in the rejection of the subcontractor.

1.5 Manufacturer's authorization

For all powered (active) hardware and/or software components of the Information System which the Proposer does not itself produce, by submission of documentary evidence in its Proposal, the Proposer must establish to the Purchaser's satisfaction that it is not prohibited to supply those components in the Purchaser's country under the Contract(s) that may result from this procurement.

- (i) In the case of powered (active) hardware and other powered equipment, this must be documented by including Manufacturer's Authorizations in the Proposal (based on the sample found in the Sample Proposal Forms in Section IV.);
- (ii) In the case of proprietary commercial software (i.e., excluding open source or "freeware" software) that the Proposer does not manufacture itself and for which the Proposer has or will establish an Original Equipment Manufacturer (OEM) relationship with the manufacture, the Proposer must provide Manufacturer's Authorizations;
- (iii) In the case of proprietary commercial software (i.e., excluding open source or "freeware" software) that the Proposer does not manufacture itself and for which the Proposer does not or will not establish an OEM relationship with the manufacturer, the Proposer must document to the Purchaser's satisfaction that the Proposer is not excluded from sourcing these items from the manufacturer's distribution channels and proposing offering these items for supply in the Borrower's Country.
- (iv) In the case of open source software, the Proposer must identify the software item as open source and provide copies of the relevant open source license(s).

The Proposer is responsible for ensuring that the manufacturer or producer complies with the requirements of ITP 4 and ITP 5 and meets the minimum criteria listed above for that item.

1.6 Local Representative

In the case of a Proposer not doing business within the Purchaser's country, the Proposer shall submit documentary evidence in its Proposal to establish to the Purchaser's satisfaction that it is or will be (if awarded the Contract) represented by an agent in that country who is equipped and able to carry out / manage the Proposer's maintenance,

technical support, training, and warranty repair obligations specified in the Purchaser's Requirements (including any response time, problem-resolution norms or other aspects that may be specified in the Contract).

2. Technical Evaluation

2.1 Assessment of adequacy of Technical Proposal with Requirements in accordance with ITP 32.1

Only those proposals which substantially meet the Section VII - Purchaser's Requirements will be considered for detailed technical evaluation by applying the scored technical factors/ subfactors in accordance with PDS ITP 32.2.

2.2 Technical Evaluation (ITP 32.2)

The technical features to be evaluated are generally defined below and specifically identified in the PDS:

- (i) to which extent that the performance, capacity, or functionality features meet or exceed the levels specified in the performance / functional requirements and/or influence the life-cycle cost and effectiveness of the Information System;
- (ii) usability features, such as ease of use, ease of administration, or ease of expansion, which influence the life-cycle cost and effectiveness of the Information System;
- (iii) quality of the Proposer's Preliminary Project Plan as evidenced by the thoroughness, reasonableness, and responsiveness of: (a) the task and resource schedules, both general and specific, and (b) the proposed arrangements for management and coordination, training, quality assurance, technical support, logistics, problem resolution, and transfer of knowledge, and other such activities as specified by the Purchaser or proposed by the Proposer based on the Proposer's experience;
- (iv) Any sustainable procurement requirement if specified in Section VII- Requirements of the Information System.

The total technical points assigned to each Proposal in the Evaluated Proposal Formula will be determined by adding and weighting the scores assigned by an evaluation committee to technical features of the Proposal **in accordance with the PDS** and the scoring methodology below.

3. Technical alternatives

If invited in accordance with ITP 13.4, will be evaluated as follows: ***“none”***.

4. Financial Evaluation

The following factors and methods will apply:

(a) Time Schedule:

The number of weeks, from the effective date specified in Article 3 of the Contract Agreement, to achieve Operational Acceptance must be no more than: **100 Weeks** , consistent with the Implementation Schedule.

A Proposal offering to achieve Operational Acceptance earlier than the maximum number of weeks **shall not** be given credit for proposal evaluation purposes.

If awarded the Contract, the Proposer's accelerated Implementation Schedule would be formally incorporated into the Contract and this schedule shall govern the application of the contract clauses pertaining to Performance Security, liquidated damages as well as other relevant contract clauses.

(b) Recurrent Costs

Since the operation and maintenance of the system being procured form a major part of the implementation, the resulting recurrent costs will be evaluated according to the principles given hereafter, including the cost of recurrent cost items for the initial period of operation stated below, based on prices furnished by each Proposer in Price Schedule Nos. 3.3 and 3.5.

Recurrent cost items for post-warranty service period if subject to evaluation shall be included in the main contract or a separate contract signed together with the main contract.

Such costs shall be added to the Proposal price for evaluation.

The recurrent cost factors for calculation of the implementation schedule are:

- (i) number of years for implementation
- (ii) software licenses and updates
- (iii) technical services
- (v) telecommunication services, and
- (vi) other services (if any).

(c) Specific additional criteria

"Not Applicable"

5. Combined Evaluation

The Purchaser will evaluate and compare the Proposals that have been determined to be substantially responsive.

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

$$B \equiv \frac{C_{low}}{C} * X * 100 + \frac{T}{T_{high}} * (1 - X) * 100$$

where

C = Evaluated Proposal Price

C_{low} = the lowest of all Evaluated Proposal Prices among responsive Proposals

T = the total Technical Score awarded to the Proposal

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

X = weight for the Cost as specified in the PDS

The Proposal with the best evaluated Proposal Score (B) among responsive Proposals shall be the Most Advantageous Proposal provided the Proposer was prequalified and/or it was found to be qualified to perform the Contract

1. Qualification

Factor	1.1 ELIGIBILITY					
Sub-Factor	Criteria					Documentation Required
	Requirement	Proposer				
		Single Entity	Joint Venture (existing or intended)			
	All members combined		Each member	At least one member		
1.1 Nationality	Nationality in accordance with ITP 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI –1.1 and 1.2, with attachments
1.2 Conflict of Interest	No- conflicts of interests as described in ITP 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Letter of Proposal
1.3 Bank Ineligibility	Not having been declared ineligible by the Bank as described in ITP 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Letter of Proposal
1.4 State owned Entity of the Borrower country	Compliance with conditions of ITP 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI –1.1 and 1.2, with attachments

Factor	1.1 ELIGIBILITY					
Sub-Factor	Criteria					Documentation Required
	Requirement	Proposer				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
1.1.5 <u>United Nations resolution or Borrower's country law</u>	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Proposer's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITP 4.8	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Letter of Proposal

Factor	1.2 HISTORICAL CONTRACT NON-PERFORMANCE					
Sub-Factor	Criteria					Documentation Required
	Requirement	Proposer				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
1.2.1 History of non-performing contracts	Non-performance of a contract ¹ did not occur as a result of Proposer's default since 1 st January 2021.	Must meet requirement by itself or as member to past or existing JV	Must meet requirement	Must meet requirement ²	N / A	Form CON - 2
1.2.2 Suspension	Not under suspension based on execution of a Proposal Securing Declaration or Proposal Securing Declaration pursuant to ITP 4.7 and ITP 20.10	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Letter of Proposal

¹ Nonperformance, as decided by the Purchaser, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Purchaser decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted.

² This requirement also applies to contracts executed by the Applicant as JV member.

1.2.3 Pending Litigation	Proposer's financial position and prospective long term profitability still sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the Proposer.	Must meet requirement by itself or as member to past or existing JV	Must meet requirement	Must meet requirement	N / A	Form CON – 2
1.2.4 Litigation History	No consistent history of court/arbitral award decisions against the Proposer ³ since 1 st January 2021.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
1.2.5 Bank's SEA and/or SH Disqualification ⁴	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement (including each subcontractor proposed by the Proposer)	Must meet requirement	Must meet requirement (including each subcontractor proposed by the Proposer)	N/A	Letter of Proposal, Form CON-3

³ The Proposer shall provide accurate information on the related Letter of Proposal about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Proposer or any member of a joint venture may result in failure of the Proposal.

Factor	1.3 FINANCIAL SITUATION					
Sub-Factor	Criteria					Documentation Required
	Requirement	Proposer				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
1.3.1 Historical Financial Performance	Submission of audited balance sheets or if not required by the law of the Proposer’s country, other financial statements acceptable to the Purchaser, for the last Three (03) years to demonstrate the current soundness of the Proposers financial position and its prospective long term profitability.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form FIN – 1.3.1 with attachments
1.3.2 Average Annual Turnover	Minimum average annual turnover of 2.0 Million USD, calculated as total certified payments received for contracts in progress or completed, within the last Three (03) Years.	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN –1.3.2

Factor	1.3 FINANCIAL SITUATION					
Sub-Factor	Criteria					Documentation Required
	Requirement	Proposer				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
1.3.3 Financial Resources	The Proposer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the following cash-flow requirement: 0.50 Million USD.	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN –1.3.3

Factor	1.4 EXPERIENCE					
Sub-Factor	Criteria					Documentation Required
	Requirement	Proposer				
		Single Entity	Joint Venture (existing or intended)			
	All members combined		Each member	At least one member		
1.4.1 General Experience	The Proposer shall be a legally registered entity eligible to participate under the applicable procurement rules and regulations. The Proposer shall have minimum five (05) years of experience in provision of professional services related to: digital systems, information technology, consulting, or related fields thereto Contract Documentary evidence shall include certificate of incorporation, company profile and project references	Must meet requirement	N / A	N/A	Must meet requirement	Form EXP-1.4.1
1.4.2 Specific Experience	The Proposer shall demonstrate specific experience in projects of similar nature and complexity within the last five (5) years. The Proposer must demonstrate: i) At least two (2) contracts of similar nature with a value of at least 1.5 Million USD each that have been successfully and substantially completed and that are similar to the proposed Information System.	Must meet requirement	Must meet requirements	N / A	N/A	Form EXP 1.4.2

Factor	1.4 EXPERIENCE					
Sub-Factor	Criteria					Documentation Required
	Requirement	Proposer				
		Single Entity	Joint Venture (existing or intended)			
	All members combined		Each member	At least one member		
	Assignments will be considered similar if they involve one or more of the following: • Design and/or development of large-scale digital platforms, regulatory registries, or government information systems • Development of integrated e-government portals or business facilitation systems • Enterprise architecture design, system integration, or digital governance platforms involving multiple public sector entities • Implementation of national-level MIS, registries, compliance systems, or regulatory databases ii) Supporting Evidence For each contract cited above, the Proposer shall provide documentary evidence, including: • Name of Client / Contracting Authority • Country and location of assignment • Contract value and duration					

Factor	1.4 EXPERIENCE					
Sub-Factor	Criteria					Documentation Required
	Requirement	Proposer				
		Single Entity	Joint Venture (existing or intended)			
	All members combined		Each member	At least one member		
	- Brief description of scope of work and key deliverables - Status of completion (completed / substantially completed) - Role of the firm (Lead Consultant / JV Partner / Sub-consultant) - Percentage of participation in case of Joint Venture or Consortium The following supporting documents shall be attached as evidence: - Copy of signed contract agreement or work order - Completion certificate / client reference letter confirming satisfactory performance - Proof of project value and scope, such as contract extracts or payment certificates					

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Letter of Proposal- Technical Part

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

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

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

Date of this Proposal submission: *[insert **date (as day, month and year) of Proposal submission**]*

RFP No.: *[insert **number of RFP process**]*

Alternative No.: *[insert **identification No if this is a Proposal for an alternative, otherwise state "not applicable"**]*

We, the undersigned, declare that:

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

- (a) **No reservations:** We have examined and have no reservations to the request for proposals document, including Addenda issued in accordance with Instructions to Proposers (ITP 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITP 4;
- (c) **Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Proposal-Securing Declaration or Proposal-Securing Declaration in the Purchaser's Country in accordance with ITP 4.7;
- (d) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (v) below and delete the others. In case of JV members and/or subcontractors, indicate the status of disqualification by the Bank of each JV member and/or subcontractor].*

We, including 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, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.]
- (e) **Conformity:** We offer to provide design, supply and installation services in conformity with the request for proposals document of the following: *[insert a brief description of the IS Design, Supply and Installation Services]*;
- (f) **Proposal Validity:** Our Proposal shall be valid until *[insert day, month and year in accordance with ITP 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 Proposal is accepted, we commit to obtain a Performance Security in accordance with the request for proposals document;
- (h) **One Proposal Per Proposer:** We are not submitting any other Proposal(s) as an individual Proposer, and we are not participating in any other Proposal(s) as a Joint Venture member, and meet the requirements of ITP 4.3, other than alternative Proposals submitted in accordance with ITP 13;
- (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 Purchaser'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 ITP 4.6**]*;
- (k) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the procurement 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.”]

- (l) **Binding Contract:** We understand that this Proposal, 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;
- (m) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Proposal, the Most Advantageous Proposal or any other Proposal that you may receive; and
- (n) **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 Proposer: **[insert complete name of the Proposer]*

Name of the person duly authorized to sign the Proposal on behalf of the Proposer:

****[insert complete name of person duly authorized to sign the Proposal]**

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

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

Date signed *[insert number]* day of *[insert month]*, *[insert year]*

*: In the case of the Proposal submitted by joint venture specify the name of the Joint Venture as Proposer

**.: Person signing the Proposal shall have the power of attorney given by the Proposer to be attached with the Proposal

FORM ELI 1.1.1- PROPOSER INFORMATION FORM

[Note: *The Proposer 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 Proposal submission]*

RFP No.: *[insert **number of Request for Proposals process**]*

Alternative No.: *[insert **identification No if this is a Proposal for an alternative** otherwise state “not applicable”]*

Page _____ of _____ pages

1. Proposer's Name <i>[insert Proposer's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Proposer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Proposer's year of registration: <i>[insert Proposer's year of registration]</i>
5. Proposer's Address in country of registration: <i>[insert Proposer's legal address in country of registration]</i>
6. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITP 4.4. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITP 4.1. ☐ In case of state-owned enterprise or institution, in accordance with ITP 4.6 documents establishing:

- Legal and financial autonomy
 - Operation under commercial law
 - Establishing that the Proposer is not under the supervision of the Purchaser
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[The successful Proposer shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

FORM ELI 1.1.2- PROPOSER’S JV MEMBERS INFORMATION FORM

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

Date: *[insert **date (as day, month and year)** of Proposal submission]*

RFP No.: *[insert **number of Request for Proposals process]***

Alternative No.: *[insert **identification No if this is a Proposal for an alternative, otherwise state “not applicable”]***

Page _____ of _____ pages

1. Proposer’s Name: <i>[insert Proposer’s legal name]</i>
2. Proposer’s JV Member’s name: <i>[insert JV’s Member legal name]</i>
3. Proposer’s JV Member’s country of registration: <i>[insert JV’s Member country of registration]</i>
4. Proposer’s JV Member’s year of registration: <i>[insert JV’s Member year of registration]</i>
5. Proposer’s JV Member’s legal address in country of registration: <i>[insert JV’s Member legal address in country of registration]</i>
6. Proposer’s JV Member’s authorized representative information Name: <i>[insert name of JV’s Member authorized representative]</i> Address: <i>[insert address of JV’s Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV’s Member authorized representative]</i> Email Address: <i>[insert email address of JV’s Member authorized representative]</i>

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 ITP 4.4.
 - ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and they are not under the supervision of the Purchaser in accordance with ITP 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[The successful Proposer shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]*

FORM CON – 2- HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY

In case a prequalification process was conducted this form should be used only if the information submitted at the time of prequalification requires updating

Proposer's Legal Name: *[insert **Proposer's Legal Name**]*

Date: _____*[insert **date**]*

JV member Legal Name: *[insert **JV Member Legal Name**]*

RFP No.: *[insert **RFP number**]*

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Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 1.2.1.			
☐ Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 1.2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation in accordance with Sub-Factor 1.2.3.			
☐ Pending litigation in accordance with Sub-Factor 1.2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
<i>[specify year]</i>	<i>[specify amount and currency]</i>	Contract Identification: <i>[insert Contract ID]</i> Name of Employer: <i>[insert Name of Employer]</i> Address of Employer: <i>[insert Address of Employer]</i> Matter in dispute: <i>[describe Matter of dispute]</i> Party who initiated the dispute: <i>[specify Initiator of dispute]</i> Status of dispute: <i>[specify Status of dispute]</i>	<i>[specify total contract amount and currency, USD equivalent and exchange rate]</i>
<i>[specify year]</i>	<i>[specify amount and currency]</i>	Contract Identification: <i>[insert Contract ID]</i> Name of Employer: <i>[insert Name of Employer]</i> Address of Employer: <i>[insert Address of Employer]</i> Matter in dispute: <i>[describe Matter of dispute]</i> Party who initiated the dispute: <i>[specify Initiator of dispute]</i> Status of dispute: <i>[specify Status of dispute]</i>	<i>[specify total contract amount and currency, USD equivalent and exchange rate]</i>
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
☐ No Litigation History in accordance with Sub-Factor 1.2.4. ☐ Litigation History in accordance with Sub-Factor 1.2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
<i>[specify year]</i>	<i>[specify percentage of net worth]</i>	Contract Identification: <i>[insert Contract ID]</i> Name of Employer: <i>[insert Name of Employer]</i> Address of Employer: <i>[insert Address of Employer]</i>	<i>[specify total contract amount and currency, USD equivalent and exchange rate]</i>

FORM CON – 3

SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT PERFORMANCE DECLARATION

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

Proposer's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subcontractor's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration in accordance with Section III, Qualification Criteria, and Requirements
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, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.
<i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i>

FORM EXP 1.4.1- GENERAL EXPERIENCE

Proposer's Legal Name: *[insert **Proposer's Legal Name**]*

Date: *[insert **Date**]*

JV Member Legal Name: *[insert **JV Member Legal Name**]*

RFP No.: *[insert **RFP number**]*

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Startin g Month / Year	Ending Month / Year	Years *	Contract Identification	Role of Propose r
<i>[insert month / year]</i>	<i>[insert month / year]</i>	<i>[insert numbe r of years]</i>	Contract name: <i>[insert Name of Contract]</i> Brief Description of the Information System performed by the Proposer: <i>[describe Information System]</i> Name of Purchaser: <i>[insert Name of Purchaser]</i> Address: <i>[insert Address of Purchaser]</i>	<i>[describe role of Proposer under the contract]</i>
<i>[insert month / year]</i>	<i>[insert month / year]</i>	<i>[insert numbe r of years]</i>	Contract name: <i>[insert Name of Contract]</i> Brief Description of the Information System performed by the Proposer: <i>[describe Information System]</i> Name of Purchaser: <i>[insert Name of Purchaser]</i> Address: <i>[insert Address of Purchaser]</i>	<i>[describe role of Proposer under the contract]</i>
<i>[insert month / year]</i>	<i>[insert month / year]</i>	<i>[insert numbe r of years]</i>	Contract name: <i>[insert Name of Contract]</i> Brief Description of the Information System performed by the Proposer: <i>[describe Information System]</i> Name of Purchaser: <i>[insert Name of Purchaser]</i> Address: <i>[insert Address of Purchaser]</i>	<i>[describe role of Proposer under the contract]</i>
<i>[insert month / year]</i>	<i>[insert month / year]</i>	<i>[insert numbe r of years]</i>	Contract name: <i>[insert Name of Contract]</i> Brief Description of the Information System performed by the Proposer: <i>[describe Information System]</i> Name of Purchaser: <i>[insert Name of Purchaser]</i> Address: <i>[insert Address of Purchaser]</i>	<i>[describe role of Proposer under the contract]</i>

*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

FORM EXP 1.4.2- SPECIFIC EXPERIENCE

Proposer's Legal Name: *[insert **Proposer's Legal Name**]*

Date: *[insert **Date**]*

JV Member Legal Name: *[insert **JV Member Legal Name**]*

RFP No.: *[insert **RFP number**]*

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Similar Contract Number: __ of __ required.	Information		
Contract Identification	<i>[insert Contract ID]</i>		
Award date	<i>[insert Date of Award]</i>		
Completion date	<i>[insert Date of Completion]</i>		
Role in Contract	☐ Prime Supplier	☐ Management Contractor	☐ Subcontracto r
Total contract amount			
If member in a JV or subcontractor, specify participation of total contract amount			
Purchaser's Name:	_____		
Address:	_____		
Telephone/fax number:	_____		
E-mail:	_____		

FORM EXP 1.4.2 (CONT.)- SPECIFIC EXPERIENCE (CONT.)

Proposer's Legal Name: *[insert **Proposer's Legal Name**]*

Date: *[insert **Date**]*

JV Member Legal Name: *[insert **JV Member Legal Name**]*

RFP No.: *[insert **RFP number**]*

Page _____ of _____ pages

Similar Contract No. <i>[insert specific number]</i> of <i>[insert total number of contracts]</i> required	Information
Description of the similarity in accordance with Sub-Factor 1.4.2 of Section III:	
Amount	<i>[insert contract amount and currency and USD equivalent and exchange rate]</i>
Geographical Scope	<i>[describe geographic scope of the users of the information system]</i>
Functional Scope	<i>[describe the functionalities provided by the information system]</i>
Methods/Technology	<i>[describe methodologies and technologies used to implement the information system]</i>
Key Activities	<i>[describe the key activities of the Proposer under the contract]</i>

FORM CCC- SUMMARY SHEET: CURRENT CONTRACT COMMITMENTS / WORK IN PROGRESS

[Proposers and each partner to a Joint Venture should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.]

Proposer's Legal Name: *[insert **Proposer's Legal Name**]*

Date: *[insert **Date**]*

JV Member Legal Name: *[insert **JV Member Legal Name**]*

RFP No.: *[insert **RFP number**]*

Page ____ of ____ pages

Name of contract	Purchaser, contact address/tel./fa x	Value of outstanding Information System (current US\$ equivalent)	Estimated completion date	Average monthly invoicing over last six months (US\$ equivalent/mont h)
1. <i>[insert Name of Contract]</i>	<i>[insert Name of Purchaser, contact address, telephone / fax number]</i>	<i>[insert Total Outstanding Contract Value of the information system in USD equivalent and exchange rate]</i>	<i>[insert Estimated completion date]</i>	<i>[insert Average monthly invoices in USD equivalent and exchange rate]</i>
2. <i>[insert Name of Contract]</i>	<i>[insert Name of Purchaser, contact address, telephone / fax number]</i>	<i>[insert Total Outstanding Contract Value of the information system in USD equivalent and exchange rate]</i>	<i>[insert Estimated completion date]</i>	<i>[insert Average monthly invoices in USD equivalent and exchange rate]</i>
3. <i>[insert Name of Contract]</i>	<i>[insert Name of Purchaser, contact address, telephone / fax number]</i>	<i>[insert Total Outstanding Contract Value of the information system in USD equivalent and exchange rate]</i>	<i>[insert Estimated completion date]</i>	<i>[insert Average monthly invoices in USD equivalent and exchange rate]</i>
...				

FORM FIN 1.3.1- FINANCIAL SITUATION: HISTORICAL FINANCIAL PERFORMANCE

To be completed by the Proposer and, if JV, by each member

Proposer's Legal Name: *[insert **Proposer's Legal Name**]*

Date: *[insert **Date**]*

JV Member Legal Name: *[insert **JV Member Legal Name**]*

RFP No.: *[insert **RFP number**]*

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Financial information in US\$ equivalent	Historic information for previous <i>[insert number]</i> years <i>(US\$ equivalent in 000s)</i>						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
Information from Balance Sheet							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- (a) Must reflect the financial situation of the Proposer or member to a JV, and not sister or parent companies
- (b) Historic financial statements must be audited by a certified accountant

- (c) Historic financial statements must be complete, including all notes to the financial statements
- (d) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

FORM FIN 1.3.2- AVERAGE ANNUAL TURNOVER

[To be completed by the Proposer and, if JV, by each member]

Proposer's Legal Name: *[insert Proposer's Legal Name]*

Date: *[insert Date]*

JV Member Legal Name: *[insert JV Member Legal Name]*

RFP No.: *[insert RFP number]*

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Annual turnover data (applicable activities only)		
Year	Amount and Currency	US\$ equivalent
<i>[insert year]</i>	<i>[insert amount and currency]</i>	<i>[insert amount in USD equivalent and exchange rate]</i>
<i>[insert year]</i>	<i>[insert amount and currency]</i>	<i>[insert amount in USD equivalent and exchange rate]</i>
<i>[insert year]</i>	<i>[insert amount and currency]</i>	<i>[insert amount in USD equivalent and exchange rate]</i>
<i>[insert year]</i>	<i>[insert amount and currency]</i>	<i>[insert amount in USD equivalent and exchange rate]</i>
<i>[insert year]</i>	<i>[insert amount and currency]</i>	<i>[insert amount in USD equivalent and exchange rate]</i>
<i>[insert year]</i>	<i>[insert amount and currency]</i>	<i>[insert amount in USD equivalent and exchange rate]</i>
*Average Annual Turnover	<i>[insert amount and currency]</i>	<i>[insert amount in USD equivalent and exchange rate]</i>

*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 1.3.2.

FORM FIN 1.3.3- FINANCIAL RESOURCES

To be completed by the Proposer and, if JV, by each member

Proposer's Legal Name: *[insert **Proposer's Legal Name**]*

Date: *[insert **Date**]*

JV Member Legal Name: *[insert **JV Member Legal Name**]*

RFP No.: *[insert **RFP number**]*

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Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in Section III, Evaluation and Qualification Criteria

Source of financing	Amount (US\$ equivalent)
1. <i>[describe type and source of available financing]</i>	<i>[insert amount of available financing in USD equivalent and exchange rate]</i>
2. <i>[describe type and source of available financing]</i>	<i>[insert amount of available financing in USD equivalent and exchange rate]</i>
3. <i>[describe type and source of available financing]</i>	<i>[insert amount of available financing in USD equivalent and exchange rate]</i>
4. <i>[describe type and source of available financing]</i>	<i>[insert amount of available financing in USD equivalent and exchange rate]</i>

PERSONNEL CAPABILITIES- KEY PERSONNEL

To be completed by the Proposer and, if JV, by each member

Proposer's Legal Name: *[insert **Proposer's Legal Name**]*

Date: *[insert **Date**]*

JV Member Legal Name: *[insert **JV Member Legal Name**]*

RFP No.: *[insert **RFP number**]*

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Proposers should provide the names and details of the suitably qualified Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Key Personnel

1.	Title of position: <i>[insert Title of position / role in team]</i>	
	Name of candidate: <i>[insert Name of Candidate]</i>	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position: <i>[insert Title of position / role in team]</i>	
	Name of candidate: <i>[insert Name of Candidate]</i>	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

3.	Title of position: Cyber security Expert/s <i>[Include as required]</i>	
	Name of candidate: <i>[insert Name of Candidate]</i>	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

Candidate Summary

To be completed by the Proposer and, if JV, by each member

Proposer's Legal Name: *[insert **Proposer's Legal Name**]*

Date: *[insert **Date**]*

JV Member Legal Name: *[insert **JV Member Legal Name**]*

RFP No.: *[insert **RFP number**]*

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Position; <i>[insert Title of Position]</i>		Prime ☐ Alternate
Candidate information	Name of candidate <i>[insert Name Candidate]</i>	Date of birth <i>[insert Date of Birth]</i>
	Professional qualifications <i>[describe Professional qualifications]</i>	
Present employment	Name of Employer <i>[insert Name of Present Employer]</i>	
	Address of Employer <i>[insert Address of Present Employer]</i>	
	Telephone <i>[insert Telephone of Contact]</i>	Contact (manager / personnel officer) <i>[insert Name]</i>
	Fax <i>[insert fax of Contact]</i>	email <i>[insert email of Contact]</i>
	Job title of candidate <i>[insert Job Title Candidate]</i>	Years with present Employer <i>[insert Number of years]</i>

Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/ Position/Relevant technical and management experience
<i>[insert year]</i>	<i>[insert year]</i>	<i>[describe experience relevant to the proposed Contract under this RFP]</i>
<i>[insert year]</i>	<i>[insert year]</i>	<i>[describe experience relevant to the proposed Contract under this RFP]</i>
<i>[insert year]</i>	<i>[insert year]</i>	<i>[describe experience relevant to the proposed Contract under this RFP]</i>

<i>[insert year]</i>	<i>[insert year]</i>	<i>[describe experience relevant to the proposed Contract under this is RFP]</i>

CODE OF CONDUCT FOR SUPPLIER'S PERSONNEL FORM

Note to the Purchaser:

The following minimum requirements shall not be modified. The Purchaser may add additional requirements to address identified issues, informed by relevant environmental and social assessment.

Delete this Box prior to issuance of the Request for Proposals document.

Note to the Proposer:

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

The Proposer shall initial and submit the Code of Conduct form as part of its proposal.

CODE OF CONDUCT FOR SUPPLIER'S PERSONNEL

We are the Supplier, [enter name of Supplier]. We have signed a contract with [enter name of Purchaser] for [enter description of the Information System]. The Information System will be supplied to and installed at [enter the Project Site/s]. Our contract requires us to implement measures to address environmental and social risks.

This Code of Conduct identifies the behavior that we require from Supplier's Personnel employed in the execution of the Contract at the Project Site/s.

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

Supplier's Personnel employed in the execution of the Contract at the Project Site/s 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 Supplier'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 Supplier's or Purchaser'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 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 Purchaser, or who makes use of the grievance mechanism for Supplier'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 Supplier's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such*

person is not required under the Contract, another individual designated by the Supplier to handle these matters] in writing at this address [] or by telephone at [] or in person at []; or

2. Call [] to reach the Supplier'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 Supplier's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR SUPPLIER'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 Supplier's contact person(s) with relevant experience*] requesting an explanation.

Name of Supplier's Personnel: [*insert name*]

Signature: _____

Date: (day month year): [*insert date*]

Countersignature of authorized representative of the Supplier:

Signature: _____

Date: (day month year): [*insert date*]

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 Supplier's Personnel tells a member of the community that he/she can get them jobs related to the project site in exchange for sex.
- A Supplier's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Supplier's Personnel denies a person access to the Project Site/s unless he/she performs a sexual favor.
- A Supplier'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 Supplier's Personnel comment on the appearance of another Supplier's Personnel (either positive or negative) and sexual desirability.
- When a Supplier's Personnel complains about comments made by another Supplier's Personnel on his/her appearance, the other Supplier's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Supplier's Personnel or Purchaser's Personnel by another Supplier's Personnel.
- A Supplier's Personnel tells another Supplier'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.

TECHNICAL CAPABILITIES

[Note: To be completed by the Proposer and, if JV, by each member]

Proposer's Legal Name: *[insert **Proposer's Legal Name**]*

Date: *[insert **Date**]*

JV Member Legal Name: *[insert **JV Member Legal Name**]*

RFP No.: *[insert **RFP number**]*

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The Proposer shall provide adequate information to demonstrate clearly that it has the technical capability to meet the requirements for the Information System. The Proposer should summarize important certifications, proprietary methodologies, and/or specialized technologies that the Proposer proposes to utilize in the execution of the Contract or Contracts.

MANUFACTURER'S AUTHORIZATION

[Note: *This authorization should be written on the letterhead of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.*]

Invitation for Proposals Title and No.: *[Purchaser insert: **RFP Title and Number**]*

To: *[Purchaser insert: **Purchaser's Officer to receive the Manufacture's Authorization**]*

WHEREAS *[insert: **Name of Manufacturer**]* who are official producers of *[insert: **items of supply by Manufacturer**]* and having production facilities at *[insert: **address of Manufacturer**]* do hereby authorize *[insert: **name of Proposer or Joint Venture**]* located at *[insert: **address of Proposer or Joint Venture**]* (hereinafter, the "Proposer") to submit a proposal and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us:

We hereby confirm that, in case the request for proposals process results in a Contract between you and the Proposer, the above-listed products will come with our full standard warranty.

Name *[insert: **Name of Officer**]* in the capacity of *[insert: **Title of Officer**]*

Signed _____

Duly authorized to sign the authorization for and on behalf of: *[insert: **Name of Manufacturer**]*

Dated this *[insert: **ordinal**]* day of *[insert: **month**], [insert: **year**].*

[add Corporate Seal (where appropriate)]

SUBCONTRACTOR'S AGREEMENT

Note: *This agreement should be written on the letterhead of the Subcontractor and be signed by a person with the proper authority to sign documents that are binding on the Subcontractor.*

Invitation for Proposals Title and No.: *[Purchaser insert: **RFP Title and Number**]*

To: *[Purchaser insert: **Purchaser's Officer to receive the Subcontractor's Agreement**]*

WHEREAS *[insert: **Name of Subcontractor**]*, having head offices at *[insert: **address of Subcontractor**]*, have been informed by *[insert: **name of Proposer or Joint Venture**]* located at *[insert: **address of Proposer or Joint Venture**]* (hereinafter, the "Proposer") that it will submit a proposal in which *[insert: **Name of Subcontractor**]* will provide *[insert: **items of supply or services provided by the Subcontractor**]*. We hereby commit to provide the above named items, in the instance that the Proposal is awarded the Contract.

Name *[insert: **Name of Officer**]* in the capacity of *[insert: **Title of Officer**]*

Signed _____

Duly authorized to sign the authorization for and on behalf of: *[insert: **Name of Subcontractor**]*

Dated this *[insert: **ordinal**]* day of *[insert: **month**]*, *[insert: **year**]*.

[add Corporate Seal (where appropriate)]

List of Proposed Subcontractors

	Item	Proposed Subcontractor	Place of Registration & Qualifications

INTELLECTUAL PROPERTY FORMS

Notes to Proposers on working with the Intellectual Property Forms

In accordance with ITP 11.1(j), Proposers must submit, as part of their proposals, lists of all the Software included in the proposal assigned to one of the following categories: (a) System, General-Purpose, or Application Software; (b) Standard or Custom Software; (c) Proprietary or Open Source. Proposers must also submit a list of all Custom Materials. These categorizations are needed to support the Intellectual Property in the GCC and SCC. The Proposer must also include the text of the software licenses for the software titles proposed.

Software List

	(select one per title)			(select one per title)		(select one per title)	
Title	System	General-Purpose	Application	Standard	Custom	Proprietary	Open Source
[insert Title]							
[insert Title]							
[insert Title]							
[insert Title]							
[insert Title]							
[insert Title]							

Attachments: Proposed Software Licenses

List of Custom Materials

Custom Materials
<i>[insert Title and description]</i>
<i>[insert Title and description]</i>
<i>[insert Title and description]</i>
<i>[insert Title and description]</i>
<i>[insert Title and description]</i>

CONFORMANCE OF INFORMATION SYSTEM MATERIALS

Format of the Technical Proposal

In accordance with ITP 16.2, the documentary evidence of conformity of the Information System to the request for proposals documents includes (but is not restricted to):

- (a). The Proposer's Preliminary Project Plan, including, but not restricted, to the topics specified in the PDS ITP 16.2. The Preliminary Project Plan should also state the Proposer's assessment of the major responsibilities of the Purchaser and any other involved third parties in System supply and installation, as well as the Proposer's proposed means for coordinating activities by each of the involved parties to avoid delays or interference.
- (b). A written confirmation by the Proposer that, if awarded the Contract, it shall accept responsibility for successful integration and interoperability of all the proposed Information Technologies included in the System, as further specified in the Technical Requirements.
- (c). Item-by-Item Commentary on the Technical Requirements demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies, Goods, and Services offered to those Technical Requirements.

In demonstrating the responsiveness of its proposal, the Proposer must use the Technical Responsiveness Checklist (Format). Failure to do so increases significantly the risk that the Proposer's Technical Proposal will be declared technically non-responsive. Among other things, the checklist should contain explicit cross-references to the relevant pages in supporting materials included the Proposer's Technical Proposal.

Note: The Technical Requirements are voiced as requirements of the *Supplier* and/or the *System*. The Proposer's response must provide clear evidence for the evaluation team to assess the credibility of the response. A response of "yes" or "will do" is unlikely to convey the credibility of the response. The Proposer should indicate *that* – and to the greatest extent practical – *how* the Proposer would comply with the requirements if awarded the contract. Whenever the technical requirements relate to feature(s) of existing products (e.g., hardware or software), the features should be described and the relevant product literature referenced. When the technical requirements relate to professional services (e.g., analysis, configuration, integration, training, etc.) some effort should be expended to describe how they would be rendered – not just a commitment to perform the [cut-and-paste] requirement. Whenever a technical requirement is for the Supplier to provide certifications (e.g., ISO 9001), copies of these certifications must be included in the Technical Proposal.

Note: As required in PDS 11.2 (j), include method statement, management strategies and implementation plans and innovations, to manage cyber security risks.

Note: The Manufacturer's Authorizations (and any Subcontractor Agreements) are to be included in Attachment 2 (Proposer Qualifications), in accordance with and ITP 15.

Note: As a matter of practice, the contract cannot be awarded to a Proposer whose Technical Proposal deviates (materially) from the Technical Requirements – *on any Technical Requirement*. Such deviations include omissions (e.g., non-responses) and responses that do not meet or exceed the requirement. Extreme care must be exercised in the preparation and presentation of the responses to all the Technical Requirements.

- (d). Supporting materials to underpin the Item-by-item Commentary on the Technical Requirements (e.g., product literature, white-papers, narrative descriptions of technical approaches to be employed, etc.). In the interest of timely proposal evaluation and contract award, Proposers are encouraged not to overload the supporting materials with documents that do not directly address the Purchaser's requirements.
- (e). Any separate and enforceable contract(s) for Recurrent Cost items which the PDS ITP 17.2 required Proposers to propose.

Note: To facilitate proposal evaluation and contract award, Proposers encouraged to provide electronic copies of their Technical Proposal – preferably in a format that the evaluation team can extract text from to facilitate the proposal clarification process and to facilitate the preparation of the Proposal Evaluation Report.

Technical Responsiveness Checklist (Format)

Tech. Require. No. _	Technical Requirement: <i>[insert: abbreviated description of Requirement]</i>
Proposer's technical reasons supporting compliance:	
Proposer's cross references to supporting information in Technical Proposal:	

The technical requirements are given at Section VII

FORM OF PROPOSAL SECURITY (BANK GUARANTEE) – NOT APPLICABLE FOR THIS RFP

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

[Guarantor letterhead or SWIFT identifier code]

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

RFP No.: *[Purchaser to insert reference **number for the RFP**]*

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

Date: *[Insert **date of issue**]*

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

We have been informed that *[insert **name of the Proposer**, 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 the Beneficiary its proposal (hereinafter called “the Proposal”) for the execution of *[insert **Name of Contract**]* under Request for Proposals No. *[insert **number**]* (“the RFP”).

Furthermore, we understand that, according to the Beneficiary’s, Proposals must be supported by a Proposal 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**)]* 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 the demand, stating that either the Applicant:

- (a) has withdrawn its Proposal prior to the Proposal validity expiry date set forth in the Applicant’s Letter of Proposal, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its Proposal by the Beneficiary prior to the expiry date of the Proposal validity or any extension thereof provided by the Applicant has failed to: (i) execute the Contract Agreement, if required, or (ii) furnish the performance security, in accordance with the Instructions to Proposers (“ITP”) of the Beneficiary’s request for proposals document.

This guarantee will expire: (a) if the Applicant is the successful Proposer, 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 Proposer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the request for proposals process; or (ii) twenty-eight days after the expiry date of the Proposal validity.

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

FORM OF PROPOSAL SECURITY (PROPOSAL BOND) - NOT APPLICABLE FOR THIS RFP

BOND NO. *[insert number]*

BY THIS BOND *[insert Name]* as Principal (hereinafter called “the Principal”), and *[insert Name]*, **authorized to transact business in** *[insert Jurisdiction]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert Purchaser Name]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[insert amount in figures]*¹ (*[insert amount in words]*), for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Proposal to the Purchaser dated the *[insert ordinal number]* day of *[insert month]* *[insert year]*, for *[insert name of Contract]* (hereinafter called the “Proposal”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Proposal prior to the Proposal validity expiry date set forth in the Principal’s Letter of Proposal, or any extended date provided by the Principal; or
- (b) having been notified of the acceptance of its Proposal by the Purchaser prior to the expiry date of the Proposal validity or any extension thereto provided by the Applicant has failed to; (i) execute the Contract Agreement, or (ii) furnish the Performance Security in accordance with the Instructions to Proposers (“ITP”) of the Purchaser’s request for proposals document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiry of the Proposal validity set forth in the Principal’s Letter of Proposal or extended thereto provided by the Principal.

¹ The amount of the Bond shall be denominated in the currency of the *Purchaser’s* Country or the equivalent amount in a freely convertible currency.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this *[insert **number** day of [insert **month**] [insert **year**]*.

Principal: _____

Surety: _____
Corporate Seal (where appropriate)

(Signature)

(Printed name and title)

(Signature)

(Printed name and title)

FORM OF PROPOSAL-SECURING DECLARATION

[The Proposer shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert **date** (as day, month and year)]*

Proposal No.: *[insert **number of request for proposals process**]*

Alternative No.: *[insert **identification No if this is a Proposal for an alternative**]*

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

We, the undersigned, declare that:

We understand that, according to your conditions, Proposals must be supported by a Proposal-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Purchaser for the period of time specified in Section II – Proposal Data Sheet, if we are in breach of our obligation(s) under the proposal conditions, because we:

- (a) have withdrawn our Proposal prior to the expiry date of the Proposal validity specified in the Letter of Proposal or any extended date provided by us; or
- (b) having been notified of the acceptance of our Proposal by the Purchaser prior to the expiry date of the Proposal validity in the Letter of Proposal or any extended date provided by us, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITP.

We understand this Proposal-Securing Declaration shall expire if we are not the successful Proposer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Proposer; or (ii) twenty-eight days after the expiry date of the Proposal validity.

Name of the Proposer* *[insert **Name of Proposer**]*

Name of the person duly authorized to sign the Proposal on behalf of the Proposer** *[insert **Name of authorized person**]*

Title of the person signing the Proposal *[insert **Title of authorized person**]*

Signature of the person named above _____

Date signed *[insert **ordinal number**]* day of *[insert **month**]* , *[insert **year**]*

*: In the case of the Proposal submitted by joint venture specify the name of the Joint Venture as Proposer

**: Person signing the Proposal shall have the power of attorney given by the Proposer attached to the Proposal

[Note: In case of a Joint Venture, the Proposal-Securing Declaration must be in the name of all members to the Joint Venture that submits the Proposal.]

Letter of Proposal - Financial Part

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

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

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

Date of this Proposal submission: *[insert date (as day, month and year) of Proposal submission]*

Request for Proposal No.: *[insert identification]*

Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

To: *[insert complete name of Purchaser]*

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

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

- (a) **Proposal Validity:** Our Proposal shall be valid until *[insert day, month and year in accordance with ITP 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 Proposal, 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 Proposal 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 procurement 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 Proposer:**[insert complete name of the Proposer]*

Name of the person duly authorized to sign the Proposal on behalf of the Proposer:

****** *[insert complete name of person duly authorized to sign the Proposal]*

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

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 Proposal submitted by a Joint Venture specify the name of the Joint Venture as Proposer.

**: Person signing the Proposal shall have the power of attorney given by the Proposer. The power of attorney shall be attached with the Proposal Schedules

PRICE SCHEDULE FORMS

Notes to Proposers on working with the Price Schedules

General

1. The Price Schedules are divided into separate Schedules as follows:
 - 3.1 Grand Summary Cost Table
 - 3.2 Supply and Installation Cost Summary Table
 - 3.3 Recurrent Cost Summary Table
 - 3.4 Supply and Installation Cost Sub-Table(s)
 - 3.5 Recurrent Cost Sub-Tables(s)
 - 3.6 Country of Origin Code Table
2. The Schedules do not generally give a full description of the information technologies to be supplied, installed, and operationally accepted, or the Services to be performed under each item. However, it is assumed that Proposers shall have read the Technical Requirements and other sections of these request for proposals documents to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Technical Requirements, as well as overhead and profit.
3. If Proposers are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Proposers in the request for proposals documents prior to submitting their proposal.

Pricing

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Proposer. As specified in the Proposal Data Sheet, prices shall be fixed and firm for the duration of the Contract.
5. Proposal prices shall be quoted in the manner indicated and in the currencies specified in ITP 18.1 and ITP 18.2. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these request for proposals documents.
6. The Proposer must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of proposals has passed. A single error in specifying a unit price can therefore change a Proposer's overall total proposal price substantially, make the proposal noncompetitive, or subject the Proposer to possible loss. The Purchaser will correct any arithmetic error in accordance with the provisions of ITP 32.

7. Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITP 18.2, no more than three foreign currencies may be used.

3.1 Grand Summary Cost Table

		<i>[insert: Local Currency] Price</i>	<i>[insert: Foreign Currency A] Price</i>	<i>[insert: Foreign Currency B] Price</i>	<i>[insert: Foreign Currency C] Price</i>
1.	Supply and Installation Costs (from Supply and Installation Cost Summary Table)				
2.	Recurrent Costs (from Recurrent Cost Summary Table)				
4.	Grand Totals (to Proposal Submission Form)				

Note: The proposer shall ensure and hereby agrees that the price(s) is inclusive of all the direct and indirect costs and taxes (as applicable and deductible) as per ITP 17 Proposal Prices.

Name of Proposer:		
Authorized Signature of Proposer:		

3.2 Supply and Installation Cost Summary Table

Costs MUST reflect prices and rates quoted in accordance with ITP 17 and 18.

			Supply & Installation Prices				
			Locally supplied items	Items supplied from outside the Purchaser's Country			
Line Item No.	Subsystem / Item	Supply and Installation Cost Sub-Table No.	[insert: Local Currency] Price	[insert: Local Currency] Price	[insert: Foreign Currency A] Price	[insert: Foreign Currency B] Price	[insert: Foreign Currency C] Price
0	Project Plan	--	--	--	--	--	--
1	Subsystem 1 to 10 as per table A of Implementation Schedule	1					
TA	Technical Assistant Workstream-Deliverables TA1-TA12 as per table B of Implementation Schedule						
SUBTOTALS							
TOTAL (To Grand Summary Table)							

Note: - - indicates not applicable. "Indicates repetition of table entry above. Refer to the relevant Supply and Installation Cost Sub-Table for the specific components that constitute each Subsystem or line item in this summary table

Name of Proposer:		
Authorized Signature of Proposer:		

3.3 Recurrent Cost Summary Table

Line	Component / Service	Sub-Table No.	Year 1 (Y1)	Year 2 (Y2)	Year 3 (Y3)	Year 4+ (Yn)
1. WARRANTY PERIOD RECURRENT SERVICES (INCLUDED IN SUPPLY PRICE — DO NOT PRICE SEPARATELY)						
1.1	Warranty Defect Repair — all severities per SLA in Section VII 5.1.1	3.5-W	Incl. in Supply Price	Incl. in Supply Price	—	—
1.2	Security Patches and Software Updates — all components within timelines per Section VII 5.1.2	3.5-W	Incl.	Incl.	—	—
1.3	AI Module Maintenance and Recalibration — minimum annual, all AI Assist Module components	3.5-W	Incl.	Incl.	—	—
1.4	Software and Licence Renewals — all platform components	3.5-W	Incl.	Incl.	—	—
2. POST-WARRANTY AMC SERVICES (MANDATORY — PROPOSALS NOT QUOTING Y1-Y3 ARE NON-RESPONSIVE)						
2.1	AMC — Defect Repair and Bug Fixing (all severities per SLAs in Section VII 5.1.1)	3.5-A	Quote	Quote	Quote	Optional

Line	Component / Service	Sub-Table No.	Year 1 (Y1)	Year 2 (Y2)	Year 3 (Y3)	Year 4+ (Yn)
2.2	AMC — Security Patch Management (Critical/High ≤30 days; Medium ≤90 days)	3.5-A	Quote	Quote	Quote	Optional
2.3	AMC — AI Module Maintenance and Recalibration (minimum annual)	3.5-A	Quote	Quote	Quote	Optional
2.4	AMC — Software and Licence Renewals (all platform components and dependencies)	3.5-A	Quote	Quote	Quote	Optional
2.5	AMC — Minor Enhancements and Configuration Changes within agreed AMC scope ceiling	3.5-A	Quote	Quote	Quote	Optional
3. LICENSED SOFTWARE (IF APPLICABLE — QUOTE IF A LICENSED PLATFORM IS PROPOSED)						
3.1	Software Licence — 10-year licence pricing (mandatory if licensed platform proposed)	3.5-L	Quote if applicable	" (continuation)	" (continuation)	Years 4–10: Quote
4. POST-OA PLATFORM TECHNICAL SERVICES						

Line	Component / Service	Sub-Table No.	Year 1 (Y1)	Year 2 (Y2)	Year 3 (Y3)	Year 4+ (Yn)
4.1	Platform Technical Support — System Analyst (post-OA platform evolution, Section VII 5.3.1)	3.5-P	Specify person-days	Specify person-days	Specify person-days	As required
4.2	Platform Technical Support — Database Expert (schema, optimisation, backup, Section VII 5.3.2)	3.5-P	Specify person-days	Specify person-days	Specify person-days	As required
4.3	Platform Technical Support — DevSecOps/Programming Expert (enhancements, pipeline, Section VII 5.3.3)	3.5-P	Specify person-days	Specify person-days	Specify person-days	As required
4.4	Platform Technical Support — Security Expert (VAPT, compliance monitoring, Section VII 5.3.4)	3.5-P	Specify person-days	Specify person-days	Specify person-days	As required
5. POST-OA TECHNICAL ASSISTANCE WORKSTREAM SERVICES (PARALLEL WORKSTREAM CONTINUATION)						
5.1	Regulatory Mapping Specialists — Waves 2 & 3 (KPK, Balochistan) + rolling As-Is workflow production (Section VII 5.3.5)	3.5-T	Specify	Specify	—	—

Line	Component / Service	Sub-Table No.	Year 1 (Y1)	Year 2 (Y2)	Year 3 (Y3)	Year 4+ (Yn)
5.2	IT Readiness Assessment Completion — 100 activities and linked RLCOs (see TA-08 in Table B)	3.5-T	Specify	Specify	—	—
5.3	To-Be Workflow and Streamlining Package Completion — 100 activities (see TA-09 in Table B)	3.5-T	Specify	Specify	—	—
5.4	Stakeholder Sessions and Seminars — continuing through Week 95 (see TA-10 in Table B)	3.5-T	Specify	Specify	—	—
5.5	Senior Reform Facilitation Expert — AKTU institutional embedding and PRMI reporting (Section VII 5.3.6)	3.5-T	Specify person-days	Specify person-days	Specify person-days	As required
6. ANNUAL AUDITS (WITHIN WARRANTY PERIOD AND EACH AMC YEAR)						
6.1	Annual Performance Audit — availability metrics, response times, capacity utilisation (Section VII 5.2.4)	3.5-Au	Quote	Quote	Quote	Quote
6.2	Annual Third-Party VAPT — source code review + remediation of	3.5-Au	Quote	Quote	Quote	Quote

Line	Component / Service	Sub-Table No.	Year 1 (Y1)	Year 2 (Y2)	Year 3 (Y3)	Year 4+ (Yn)
	Critical/High findings ≤30 days (Section VII 5.2.4, 1.6.6)					
SUBTOTALS						
TOTAL (to Grand Summary Table)						

Costs MUST reflect prices and rates quoted in accordance with ITP 17 and ITP 18.

Note: Refer to the relevant Recurrent Cost Sub-Tables for the specific components that constitute the Subsystem or line item in this summary table.

Name of Proposer:		
Authorized Signature of Proposer:		

3.4 Supply and Installation Cost Sub-Table *[insert: identifying number]*

Line item number: *[specify: relevant line item number from the Supply and Installation Cost Summary Table (e.g., 1.1)]*

Prices, rates, and subtotals MUST be quoted in accordance with ITP 17 and ITP 18.

Component No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates					Total Prices				
				Supplied Locally	Supplied from outside the Purchaser's Country				Supplied Locally	Supplied from outside the Purchaser's Country			
				<i>[insert: local currency]</i>	<i>[insert: local currency]</i>	<i>[insert: foreign currency A]</i>	<i>[insert: foreign currency B]</i>	<i>[insert: foreign currency C]</i>	<i>[insert: local currency]</i>	<i>[insert: local currency]</i>	<i>[insert: foreign currency A]</i>	<i>[insert: foreign currency B]</i>	<i>[insert: foreign currency C]</i>
X.1	---	--	--	--	--	--	--	--					
Subtotals (to <i>[insert: line item]</i> of Supply and Installation Cost Summary Table)													

Note: -- indicates not applicable.

Name of Proposer:		
Authorized Signature of Proposer:		

3.5 Recurrent Cost Sub-Table *[insert: identifying number] -- Warranty Period*

Lot number: *[if a multi-lot procurement, insert: lot number, otherwise state "single lot procurement"]*

Line item number: *[specify: relevant line item number from the Recurrent Cost Summary Table – (e.g., y.1)]*

Currency: *[specify: the currency of the Recurrent Costs in which the costs expressed in this Sub-Table are expressed]*

[As necessary for operation of the System, specify: the detailed components and quantities in the Sub-Table below for the line item specified above, modifying the sample components and sample table entries as needed. Repeat the Sub-Table as needed to cover each and every line item in the Recurrent Cost Summary Table that requires elaboration.]

Costs MUST reflect prices and rates quoted in accordance with ITP 17 and ITP 18.

Table 3.5-A (AMC Recurrent Cost Sub-Table (Post-Warranty Annual Maintenance Contract (AMC))

Component No.	Component	Y1 Max Cost	Y2 Max Cost	Y3 Max Cost
2.1	AMC — Defect Repair and Bug Fixing (all severities per SLAs in Section VII 5.1.1)	[Quote]	[Quote]	[Quote]
2.2	AMC — Security Patch Management (Critical/High ≤30 days; Medium ≤90 days per Section VII 5.1.2)	[Quote]	[Quote]	[Quote]
2.3	AMC — AI Module Maintenance and Recalibration (minimum annual; Section VII 5.1.3)	[Quote]	[Quote]	[Quote]

Component No.	Component	Y1 Max Cost	Y2 Max Cost	Y3 Max Cost
2.4	AMC — Software and Licence Renewals (all platform components; Section VII 5.1.5)	[Quote]	[Quote]	[Quote]
2.5	AMC — Minor Enhancements and Configuration Changes within agreed AMC scope ceiling	[Quote]	[Quote]	[Quote]
AMC Annual Subtotals:				

TABLE 3.5-P (Post-OA Platform Technical Services Sub-Table)

Component No.	Role	Unit	Y1 Person-Days	Y2 Person-Days	Y3 Person-Days
4.1	System Analyst (post-OA platform evolution and schema management; Section VII 5.3.1)	Person-day	[Specify]	[Specify]	[Specify]
4.2	Database Expert (schema evolution, query optimisation, backup; Section VII 5.3.2)	Person-day	[Specify]	[Specify]	[Specify]
4.3	DevSecOps / Programming Expert (enhancements, CI/CD pipeline, infrastructure; Section VII 5.3.3)	Person-day	[Specify]	[Specify]	[Specify]

Component No.	Role	Unit	Y1 Person-Days	Y2 Person-Days	Y3 Person-Days
4.4	Security Expert (VAPT coordination, compliance monitoring; Section VII 5.3.4)	Person-day	[Specify]	[Specify]	[Specify]

TABLE 3.5-T — Post-OA Technical Assistance Workstream Services Sub-Table

Item	Deliverable / Service	Unit	Y1	Y2	Y3+
5.1	Regulatory Mapping Specialists — Jurisdiction Waves 2 & 3 (KPK, Balochistan) + rolling As-Is Workflow production (Section VII 5.3.5; see TA-05, TA-06, TA-07 in Table B)	Lump sum / person-weeks	Specify	Specify	—
5.2	IT Readiness Assessment Completion — 100 activities and linked RLCOs (Section VII 5.3.5; see TA-08 in Table B)	Lump sum	Specify	Specify	—
5.3	To-Be Workflow and Streamlining Package Completion — 100 activities (Section VII 5.3.5; see TA-09 in Table B)	Lump sum	Specify	Specify	—
5.4	Stakeholder Sessions and Seminars — all jurisdictions, continuing through Week 95 (Section VII 5.3.5; see TA-10 in Table B)	Sessions	Specify	Specify	—

Item	Deliverable / Service	Unit	Y1	Y2	Y3+
5.5	Senior Reform Facilitation Expert — AKTU institutional embedding and PRMI Strategy reporting support (Section VII 5.3.6)	Person-day	Specify	Specify	Specify

TABLE 3.5-Au — Annual Audits Sub-Table

Item	Service	Warranty Yr 1	Warranty Yr 2	AMC Y1–Y3	AMC Y4+
6.1	Annual Performance Audit — availability metrics, response time trends, capacity utilisation, bulk ingestion performance (Section VII 5.2.4)	[Quote]	[Quote]	[Quote per year]	[Quote per year]
6.2	Annual Third-Party VAPT — source code review + remediation of all Critical/High findings within 30 days (Section VII 5.2.4, 1.6.6)	[Quote]	[Quote]	[Quote per year]	[Quote per year]

Name of Proposer:		
Authorized Signature of Proposer:		

3.6 Country of Origin Code Table

Country of Origin	Country Code		Country of Origin	Country Code		Country of Origin	Country Code

SECTION V - ELIGIBLE COUNTRIES

Eligibility for the Provision of Information System

In reference to ITP 4.8 and ITP 5.1, for the information of the Proposers, at the present time firms and information systems from the following countries are excluded from this procurement process:

Under ITP 4.8(a) and ITP 5.1: *"none"*.

Under ITP 4.8(b) and ITP 5.1: *"none"*.

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 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,

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.

selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

PART 2 – PURCHASER’S REQUIREMENTS

SECTION VII - REQUIREMENTS OF THE INFORMATION SYSTEM

**(INCLUDING TECHNICAL REQUIREMENTS, IMPLEMENTATION SCHEDULE, SYSTEM
INVENTORY TABLES, BACKGROUND AND INFORMATIONAL MATERIALS)**

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3.5 Consumables [Not Applicable]

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- BIM-4** Risk Allocation Matrix
- BIM-5** Reference Standards and Frameworks

A. Acronyms Used in The Technical Requirements

0.1 Acronym Table

The following table lists the organisational and technical acronyms used throughout Section VII — Requirements of the Information System. All terms appear in full upon first use in the body of the document and thereafter in the abbreviated form shown below.

Note: *PRR-specific acronyms are included alongside standard information-technology acronyms retained from the World Bank SPD template. The full list is sorted alphabetically.*

S#	Term	Explanation
1	AI	Artificial Intelligence
2	AKTU	Asaan Karobar Technical Unit
3	AMC	Annual Maintenance Cost
4	API	Application Programming Interface
5	B-READY	Business Ready (World Bank Reform Measurement Framework)
6	BOI	Board of Investment
7	BPR	Business Process Re-engineering
8	BPMN	Business Process Model and Notation
9	bps	bits per second
10	CDN	Content Delivery Network
11	CI/CD	Continuous Integration / Continuous Deployment
12	CMS	Content Management System
13	cps	characters per second
14	CR	Change Request
15	DBMS	Database Management System
16	DFP	Department Focal Person

S#	Term	Explanation
17	DOS	Denial of Service
18	DPA	Data Processing Agreement
19	dpi	dots per inch
20	DR	Disaster Recovery
21	Ethernet	IEEE 802.3 Standard LAN protocol
22	FAC	Final Acceptance Certificate
23	GB	Gigabyte
24	GoP	Government of Pakistan
25	HTTPS	Hypertext Transfer Protocol Secure
26	Hz	Hertz (cycles per second)
27	IAM	Identity and Access Management
28	ICT	Information and Communications Technology
29	IEEE	Institute of Electrical and Electronics Engineers
30	ISIC	International Standard Industrial Classification of All Economic Activities (Rev.4)
31	ISO	International Standards Organization
32	JSON	JavaScript Object Notation
33	KB	Kilobyte
34	KPI	Key Performance Indicator
35	kVA	Kilovolt ampere
36	LAN	Local area network
37	LD	Liquidated Damages
38	lpi	lines per inch

S#	Term	Explanation
39	lpm	lines per minute
40	MB	Megabyte
41	MFA	Multi-Factor Authentication
42	MIS	Management Information System
43	ML	Machine Learning
44	MTBF	Mean time between failures
45	NADRA	National Database and Registration Authority
46	NIC	Network interface card
47	NLU	Natural Language Understanding
48	NOS	Network operating system
49	OAT	Operational Acceptance Test
50	ODBC	Open Database Connectivity
51	OLE	Object Linking and Embedding
52	OS	Operating system
53	OWASP	Open Web Application Security Project
54	PCL	Printer Command Language
55	PDS	Proposal Data Sheet
56	ppm	pages per minute
57	PRR	Pakistan Regulatory Registry
58	PS	PostScript — Adobe page description language
59	QC	Quality Control
60	RACI	Responsible, Accountable, Consulted, Informed (responsibility matrix)

S#	Term	Explanation
61	RAID	Redundant array of inexpensive disks
62	RAM	Random access memory
63	RBAC	Role-Based Access Control
64	REST	Representational State Transfer
65	RFP	Request for Proposals
66	RIA	Regulatory Impact Assessment
67	RISC	Reduced instruction-set computer
68	RIS	Regulation Impact Statement
69	RLCO	“RLCO” means any rules, licenses, circulars, orders, regulations, SROs, by-laws, notifications, certificates, office memoranda, permits, instructions, forms, authorizations, directives, resolution or other instruments made, issued or enforced by a Government Agency with regulatory effect and functions, and includes such other instruments as may be notified by the Federal Government;
70	SAT	Site Acceptance Testing
71	SCM	Standard Cost Model
72	SCSI	Small Computer System Interface
73	SECP	Securities and Exchange Commission of Pakistan
74	SIEM	Security Information and Event Management
75	SLA	Service Level Agreement
76	SMART	Specific, Measurable, Achievable, Relevant, Time-bound
77	SME	Small and Medium Enterprise
78	SNMP	Simple Network Management Protocol
79	SQL	Structured Query Language
80	SRO	Statutory Regulatory Order

S#	Term	Explanation
81	SSO	Single Sign-On
82	SSOT	Single Source of Truth
83	TA	Technical Assistance
84	TCP/IP	Transmission Control Protocol / Internet Protocol
85	TLS	Transport Layer Security
86	UAT	User Acceptance Testing
87	V	Volt
88	WAF	Web Application Firewall
89	WCAG	Web Content Accessibility Guidelines
90	WLAN	Wireless LAN
91	XML	Extensible Markup Language

Note: *This table will be updated as additional terms are introduced in subsequent sections of Section VII.*

B. Functional, Architectural and Performance Requirements

1.1 Legal and Regulatory Requirements to be met by the Information System

The Pakistan Regulatory Registry (PRR) is a national government platform that consolidates, governs, and publishes regulatory obligations applicable on businesses across federal and all provincial jurisdictions. Given its mandate to serve as the authoritative national repository of RLCOs i.e. *RLCO” means any rules, licenses, circulars, orders, regulations, SROs, by-laws, notifications, certificates, office memoranda, permits, instructions, forms, authorizations, directives, resolution or other instruments made, issued or enforced by a Government Agency with regulatory effect and functions, and includes such other instruments as may be notified by the Federal Government*, the Information System and its implementation must comply with all applicable laws, regulations, government policies, and international standards referenced in this sub-section. Compliance with these requirements is mandatory throughout the design, development, deployment, and operational life of the System.

1.1.1 The Information System MUST comply with the following laws and regulations of the Government of Pakistan. A full description of the applicable legal codes is provided in the Background and Informational Materials (Section BIM-1 and BIM-5). The Supplier MUST prepare and submit a Regulatory Compliance Matrix demonstrating how the System meets each applicable instrument prior to the Operational Acceptance Test.

1.1.1.1 Electronic Transactions Ordinance, 2002 (ETO 2002): All formal documents generated by the PRR — including RLCO closure certificates, AKTU review decision records, and RIS approval records — MUST be digitally signed using certificates issued by a Pakistan Telecommunication Authority (PTA)-recognized Accredited Certification Authority (ACA) under ETO 2002. The System MUST integrate with the national Public Key Infrastructure (PKI) to validate and affix digital signatures, and MUST maintain an immutable record of every signed document including the signing certificate, timestamp, and document hash.

1.1.1.2 Prevention of Electronic Crimes Act, 2016 (PECA 2016) and subsequent amendments: The Information System MUST be designed, configured, and operated in full compliance with PECA 2016 and its subsequent amendments. This includes requirements relating to unauthorized access controls, data integrity protection, prohibition on tampering with regulatory records, and obligations in respect of cybercrime reporting and incident response.

- 1.1.1.3 Pakistan Data Protection Legislation: The Information System MUST comply with current and future enactments of Pakistan data protection legislation applicable to government information systems and platforms that process personal data of citizens and business users. Where the legislation requires specific technical or operational controls — including data subject rights, consent mechanisms, and lawful basis for processing consultation submissions — the Supplier MUST demonstrate compliance through design documentation and testing evidence prior to go-live. Public regulatory records constitute statutory government data and are subject to lawful retention requirements; the right of deletion or anonymisation does not apply to officially published RLCO records.
- 1.1.1.4 National Data Residency and Data Sovereignty Requirements: All PRR data — including RLCO records, metadata, evidence documents, public consultation submissions, audit logs, cryptographic keys, backups, and system logs — MUST be hosted exclusively in data centres physically located within Pakistan. These data centres MUST be Tier-3 rated or above, in compliance with GoP data residency requirements. No regulatory data, system log, or backup may be transferred outside approved geographic boundaries without the prior written approval of the Purchaser.
- 1.1.1.5 PTA Regulatory Requirements: Where the Information System uses telecommunications infrastructure, messaging services, or network services subject to PTA licensing, the Supplier MUST ensure that all such services comply with applicable PTA regulations. The Supplier MUST obtain, or confirm that service providers hold, the required PTA licences prior to deployment.
- 1.1.1.6 Government of Pakistan National Cybersecurity Policy and Guidelines: The Information System MUST comply with the National Cybersecurity Policy of Pakistan and all associated technical guidelines issued by the relevant GoP authority. Specifically, the System MUST implement the mandatory security controls specified in Section 1.6 (Cyber Security Requirements) of this document, which reflect the applicable national cybersecurity standards. Compliance with GoP cybersecurity standards is a mandatory pre-condition for the issuance of the Operational Acceptance Certificate.
- 1.1.1.7 GoP Cloud and Infrastructure Policy: The Information System MUST be deployable on GoP-provided infrastructure, which may include a national government data centre or a GoP-approved public cloud environment. The System MUST be cloud-agnostic and MUST NOT create any dependency on a vendor-operated cloud not approved by the GoP. The Supplier MUST document and adhere to the GoP infrastructure policies applicable at the time of deployment.
- 1.1.1.8 Public Access to Regulatory Information: The PRR is a public transparency platform and MUST provide unrestricted public access to all published RLCO records unless a specific record is classified as restricted under applicable law and Right To

Information Act. The architecture of the public portal MUST support open data principles, making RLCO data available for download in machine-readable formats, consistent with the GoP's commitments to regulatory transparency and the business environment reform programme (B-READY).

1.1.1.9 Multi-Jurisdictional Regulatory Framework: The Information System MUST support and give equal operational weight to the regulatory frameworks of all jurisdictions it serves — Federal, ICT, Punjab, Sindh, Khyber Pakhtunkhwa, and Balochistan. The system architecture MUST accommodate jurisdiction-specific regulatory instruments (Acts, Rules, SROs, Notifications), workflow configurations, and governance authorities without privileging any single jurisdiction. The Supplier MUST NOT design the system in a manner that prevents or complicates the onboarding of additional jurisdictions in the future.

1.1.1.10 Accessibility Standards: The Information System MUST comply with the Web Content Accessibility Guidelines (WCAG) 2.1 at Level AA across all public-facing and government-facing interfaces. This includes screen reader compatibility, high-contrast mode, keyboard navigability, full RTL (right-to-left) text support for Urdu and other regional languages, and locale-aware rendering of dates, numbers, and currency.

1.1.1.11 ISO 27001-Aligned Information Security Controls: The Supplier MUST design and operate the Information System in alignment with ISO/IEC 27001 information security management principles. Where ISO 27001 certification of the system or the Supplier's delivery organization is obtainable, it is preferred and the Supplier is encouraged to demonstrate such certification. Mandatory annual third-party Vulnerability Assessment and Penetration Testing (VAPT), including source-code review, MUST be conducted, and audit reports with remediation evidence MUST be submitted to the Purchaser's designated oversight body within thirty (30) days of test completion.

1.1.1.12

At all relevant stages of design and implementation, consult with the Pakistan Digital Authority to ensure alignment with prevailing data and digital governance standards in-line with the provisions of Digital Nation Pakistan Act.

1.1.2 Legal Basis for Regulatory Data: Every RLCO entered into the PRR MUST have an identifiable and verifiable legal basis. The Information System MUST enforce the mandatory capture of the legal instrument (Act, Rules, SRO, Notification, or other legally recognized instrument) that authorizes each regulatory obligation. The system MUST maintain a traceable lineage from the legal instrument to the RLCO, supporting the chain: Act → Subordinate Legislation (Rules/SRO) → Notification → RLCO. No RLCO Shall be published on the public portal without a validated legal instrument reference.

1.1.3 Digital Signing of Formal Records: All formal documents generated by the PRR that constitute official government records — including RLCO closure certificates, AKTU review gate decisions, and Regulatory Impact Statement approval records — MUST be digitally signed using certificates from a PTA-recognized Accredited Certification Authority operating under the Electronic Transactions Ordinance 2002 (ETO 2002). The cryptographic signing process MUST be integrated within the system workflow, and the signed documents MUST be stored with the certificate metadata, document hash, and timestamp as part of the immutable audit record.

1.1.4 Audit Log Retention: The Information System MUST retain complete and immutable audit logs of all system events — including RLCO creation, editing, approval, publication, amendment, and archival — for a minimum period of seven (7) years, or such longer period as may be prescribed by applicable government data retention policy. Audit logs MUST be protected against alteration or deletion, and MUST be exportable in machine-readable formats upon request by the Purchaser.

1.1.5 Asaan Karobar Act, 2025 and Equivalent Provincial Legislation: The Information System MUST comply with the Asaan Karobar Act, 2025, which constitutes the primary legislative authority for the creation, operationalisation, and governance of the Pakistan Regulatory Registry (PRR) and the Pakistan Business Portal. The Act explicitly mandates the establishment of the PRR as a national digital registry of all regulatory laws, conditions, and obligations (RLCOs) and designates it as the authoritative platform through which regulatory information is standardised, published, and made accessible to businesses and the public across all jurisdictions. The Act further provides the legal basis for the standardisation of regulatory and registry information at the national level — prescribing uniform classification, metadata, and publication standards that all federal and provincial regulatory authorities are required to observe when registering their RLCOs in the PRR. The development, mapping, and operationalisation of the PRR undertaken under this Contract are carried out in direct fulfilment of the statutory mandate established by the Asaan Karobar Act, 2025. The Supplier MUST treat the requirements of this Act as the foundational legal authority governing the entire scope of work, and all design, development, and TA activities MUST be demonstrably aligned with its provisions. Where provincial governments have enacted equivalent legislation or adopted similar bills giving effect to regulatory modernisation and registry objectives — including but not limited to provincial enabling acts for regulatory registries, business facilitation frameworks, or subordinate legislation under the Asaan Karobar framework — the Information System MUST be capable of accommodating the jurisdictional requirements arising from such provincial enactments without architectural modification. The Supplier MUST monitor and document the status of equivalent provincial legislation as part of the TA workstream jurisdiction onboarding process and MUST promptly advise the Purchaser of any compliance implications arising from newly enacted provincial instruments.

1.1.1.13 Pakistan Regulatory Modernisation Initiative (PRMI) Strategy: The Information System MUST be aligned with, and MUST operationally support, the Pakistan Regulatory Modernisation Initiative (PRMI) Strategy as adopted by the

Government of Pakistan. The PRMI Strategy serves as the overarching policy instrument that mandated the creation of the PRR as a central pillar of Pakistan's regulatory reform programme, establishing both the rationale and the operational framework for its development and sustained operationalisation. Under the PRMI Strategy, the PRR is designated as the primary mechanism through which regulatory stock reviews are conducted, regulatory burdens are measured and reduced, and reform outcomes are tracked and reported at the national level. The Strategy further provides the basis for the standardisation of regulatory and registry information across all participating jurisdictions, prescribing a common reform methodology — anchored in the Standard Cost Model (SCM) and Regulatory Impact Assessment (RIA) frameworks — that the PRR platform and the TA workstream must collectively enable and enforce. The development, RLCO mapping (particularly administrative procedures), capacity building activities, and reform facilitation services delivered under this Contract are an integral part of PRMI Strategy implementation. Specific system requirements arising from the PRMI Strategy include: support for regulatory burden calculation using the SCM and RIA methodologies; tracking of reform actions against individual RLCOs (proposed simplification, elimination, consolidation, or digitalisation); linkage of regulatory entries to B-READY and SMART reform performance indicators; and generation of reform progress dashboards that allow the Purchaser to monitor and report PRMI implementation outcomes at the national and jurisdictional levels. The TA workstream **MUST** be structured to directly advance PRMI implementation objectives through jurisdiction-wise RLCO mapping, institutional capacity building within participating regulatory authorities, and structured reform facilitation that produces measurable simplification outcomes consistent with the targets established in the PRMI Strategy.

- 1.1.1.14 Digital Nation Pakistan Act, 2025: The Information System **MUST** comply with the Digital Nation Pakistan Act, 2025, which establishes the overarching legal framework for digital government services, digital infrastructure, and the interoperability of public-sector information systems in Pakistan. In particular, the PRR **MUST** adhere to requirements arising from this Act in respect of: interoperability standards for government digital platforms; data sharing and API governance between federal and provincial systems; digital identity and authentication frameworks; open data obligations for government-held regulatory information; and citizen access to government digital services. Where the Digital Nation Pakistan Act, 2025 prescribes technical standards for government information systems, those standards **MUST** be treated as mandatory requirements of this Contract and **MUST** be reflected in the System design documentation submitted prior to the commencement of development.

Note: *The applicable laws, regulations, government strategies, and policies referenced in this sub-section — including the Asaan Karobar Act 2025, the Digital Nation Pakistan Act 2025, the PRMI Strategy, ETO 2002, PECA 2016, and associated instruments — are described in greater detail in the Background and Informational Materials (BIM-1 and BIM-5) of this document. Where any conflict arises between the requirements of this sub-section and a referenced legal instrument, the legal instrument prevails. The Purchaser reserves the right to update the compliance requirements set out in this sub-section to reflect new or amended legislation or policy adopted after the date of*

this RFP, subject to the change management provisions of the Contract. In particular, the Supplier MUST monitor the enactment status of equivalent provincial legislation under the Asaan Karobar Act framework and proactively communicate any jurisdictional compliance implications to the Purchaser. Full contractual obligations governing intellectual property, data processing, and confidentiality are set forth in the Special Conditions of Contract (Section IX).

1.2 Business Function Requirements to be met by the Information System

The PRR Information System MUST support two co-equal and inseparable workstreams: (i) the PRR Platform — a national multi-jurisdictional digital platform comprising ten mandatory functional modules; and (ii) the Technical Assistance (TA) Workstream — a structured programme of regulatory mapping, capacity building, workflow documentation, and reform facilitation that operationalises the PRR and drives measurable reform outcomes. The business function requirements for each workstream are set out below. Compliance with all requirements in this sub-section is mandatory. Where a module is designated as a separately priced subsystem, the Supplier MUST price it as a distinct line item in the System Inventory Tables and Implementation Schedule; this designation does not render the module optional.

1.2.1 Module 1 — Registry Core, Standardisation and Early Data Entry

The Registry Core MUST establish the PRR as the authoritative national repository for all RLCO records (focusing on administrative procedures), in compliance with the Asaan Karobar Act, 2025 and all subordinate legislation. The module MUST be delivered through a design-first approach as a Minimum Viable Product (MVP) capable of enabling early data entry by Departmental Focal Persons (DFPs) and early review and validation by BOI/AKTU to commence mapping as soon as the System is operational. The RLCO data structure is set out in ANNEX VII-A (Background and Informational Materials).

1.2.1.1 Standardisation and Template Management: The System MUST provide a configurable template manager for RLCO records in which the Table 1 fields (ANNEX VII-A) are the mandatory minimum dataset. BOI/AKTU administrators MUST be able to configure field labels, help text and tooltips, validation rules, conditional logic, allowed values, and controlled vocabularies without vendor involvement. The System MUST allow structured extensions to the template without breaking Table 1 baseline records. The System MUST maintain a data dictionary with definitions, allowed values, validation rules, and version history, and MUST support managed taxonomies for key classifications including RLCO type, sector, subsector, activity and lifecycle stage, jurisdiction level, and regulator type.

1.2.1.2 Template Finalization: The Supplier MUST review, refine, and finalize the standardised RLCO template through structured stakeholder consultations, piloting, and formal validation, and MUST configure the PRR Template Manager accordingly. The System MUST support template piloting by allowing BOI/AKTU to test a draft template configuration and publish an approved template version for nationwide rollout while preserving full version history. The Supplier MUST deliver the approved standardised template, data dictionary, controlled vocabularies, and a template validation summary as formal deliverables.

- 1.2.1.3 RLCO Record Lifecycle and Versioning:** Each RLCO record MUST carry an immutable PRR identifier. The System MUST support full versioning covering creation, editing, supersession, and archival, with a clearly identified current version and complete history. Minimum record states MUST include: Draft, Submitted, Returned for Correction, Resubmitted, Validated, Published, and Archived. A change reason MUST be required for all edits made after initial submission.
- 1.2.1.4 Legal Instruments Registry and Legal Linkage:** The System MUST maintain a structured registry of legal instruments covering Acts, Rules, Regulations, Notifications, and Statutory Regulatory Orders (SROs). Every RLCO record MUST be linked to one or more legal instruments with structured references and supporting attachments. Validation MUST be blocked if legal basis references are absent. Where an RLCO is proposed for elimination or amendment, the System MUST generate a Gazette Publication Reference field and MUST block re-activation until a valid Gazette number is entered. No RLCO may be formally marked as eliminated or amended without a Gazette notification reference.
- 1.2.1.5 Attachments, Evidence, and Data Quality:** The System MUST support upload and attachment of supporting documents including forms, fee schedules, standard operating procedures, and legal excerpts, with virus scanning, file type controls, and metadata tagging. Evidence artifacts required for validation MUST be retained immutably. The System MUST apply configurable validation rules for mandatory fields, formats, ranges, and conditional completeness checks, and MUST provide duplicate detection with a BOI/AKTU decision workflow.
- 1.2.1.6 Audit Trail and Access Control:** The System MUST maintain immutable audit logs capturing all create, edit, submit, return, validate, publish, lock, and sign-off events at the field level, recording who changed what, when, and the reason as also indicated in 1.6 (Cyber Security Requirements). Audit logs MUST be exportable. Role-based access control MUST enforce strict agency scoping, with defined roles for BOI/AKTU Administrator, BOI/AKTU Reviewer, DFP, Read-only Internal Viewer, and Public User.
- 1.2.1.7 Government-Controlled Hosting:** The System MUST be deployable on government-controlled infrastructure, supporting either a government on-premises data centre or a government-controlled cloud environment, with BOI/Government retaining full administrative control. The deployment MUST include separate development, UAT, and production environments, with documented deployment scripts, backups, a disaster recovery approach, centralized monitoring, security hardening, database encryption at rest, TLS encryption in transit, and MFA for administrative access.
- 1.2.1.8 Registry Exports:** The System MUST support export of RLCO datasets in CSV and Excel formats and generation of printable PDF summaries. The System MUST support agency registry snapshot exports for use in closure and certification workflows.

1.2.2 Module 2 — Workflow Engine and Work Queues

The Workflow Engine MUST orchestrate the RLCO lifecycle end-to-end covering submission, BOI/AKTU review and validation, correction loops, publication, public comment windows,

and department closure through a formal certificate and sign-off process. It MUST provide work queues, SLA timers, auditability, and full workflow history to support nationwide mapping and the production of downstream business process reform outputs.

- 1.2.2.1 Workflow State Machine:** The System MUST implement a state machine with at minimum the following states: Draft, Submitted, Returned for Correction, Resubmitted, Validated, Published, and Archived. Governance states MUST include: Under Public Comment, Comment Closed, Department Closure Pending, and Department Certified/Closed. The System MUST enforce the following rules: validation MUST be blocked unless Table 1 completeness and legal basis checks pass; DFPs MUST NOT be permitted to edit after submission unless the record is returned; and publication MUST be blocked unless validation is complete.
- 1.2.2.2 Roles and Separation of Duties:** The System MUST support defined workflow roles including DFP, BOI/AKTU Reviewer/Validator, Agency Head/Authorized Signatory, and Public User. The System MUST support an optional configurable split between Reviewer and Validator roles, with enforcement that the Validator must be a different user from the Reviewer when split mode is active.
- 1.2.2.3 Work Queues and Task Management:** The System MUST provide work queues at minimum for BOI/AKTU Review, DFP Correction, Validation (when split mode is enabled), Publication, Department Closure, and Escalation of overdue items. All queues MUST support filtering, sorting, assignment, bulk actions, SLA timers, and export functionality.
- 1.2.2.4 Agency Onboarding and Closure Certificate:** The System MUST record focal person nomination metadata per agency. The System MUST support a formal agency closure certificate workflow that stores the certificate artifact immutably. Upon closure, the System MUST mark the agency RLCO inventory as authoritative and publish the certified status on the PRR public website.
- 1.2.2.5 Closure Pack and Two-Stage Count:** The System MUST generate a Closure Pack containing at minimum: agency identity, the full RLCO inventory list, a status summary, the Initial Expected RLCO Count (Stage 1) with basis and confidence level, the Final RLCO Count in PRR (Stage 2) auto-calculated at closure, a variance and anomaly analysis between Stage 1 and Stage 2 as also indicated at 1.2.4.6, and an override log where AKTU has acknowledged anomalies. During certificate sign-off, the Agency Head MUST confirm the Final Certified RLCO Count, which the System MUST then lock and store immutably with the closure certificate and audit log. All formal closure documents MUST be digitally signed in accordance with the Electronic Transactions Ordinance, 2002.
- 1.2.2.6 Public Comment Windows:** Consultation windows MUST be configurable but MUST NOT be set below thirty (30) days. Comments MUST be accepted only during an open window and MUST undergo moderation before publication. Moderation actions MUST include Approve, Reject, Mark as Spam, Redact, and Ban. Anti-abuse controls including rate limiting and CAPTCHA MUST be implemented.
- 1.2.2.7 Workflow Artifacts:** Once an RLCO reaches Validated status, the System MUST generate a draft workflow artifact from structured RLCO data. These artifacts MUST be

human-verified and approved before being treated as official outputs. Artifacts **MUST** be versioned, linked to the RLCO record and version, and exportable in both PDF and machine-readable format.

1.2.2.8 Audit and Traceability: Every workflow event **MUST** be logged with actor identity, action, timestamp, object identifier, state transitions, comments and reason codes, and artifact references. All logs **MUST** be exportable and immutable.

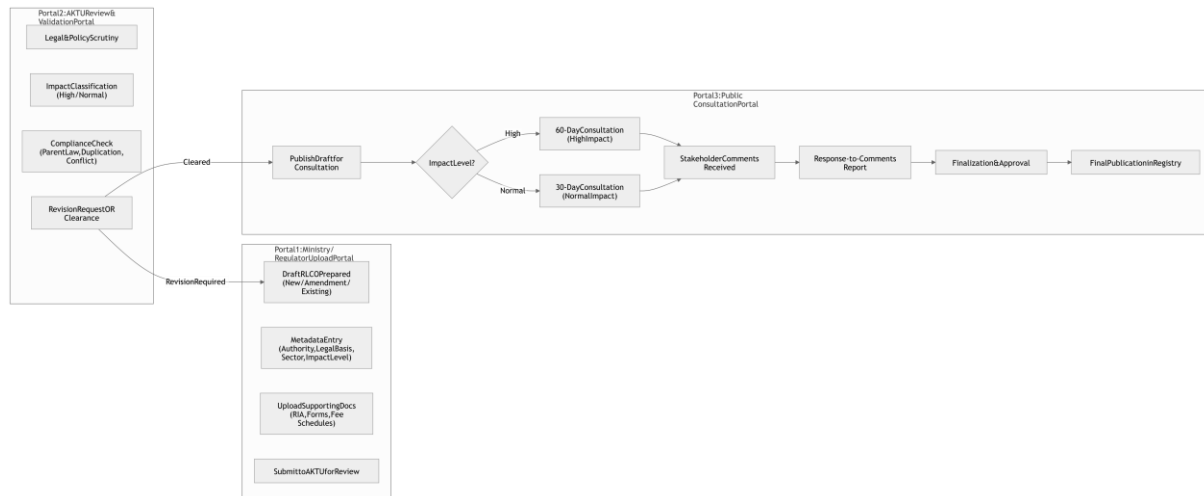


Figure 1: PRR System Architecture Overview

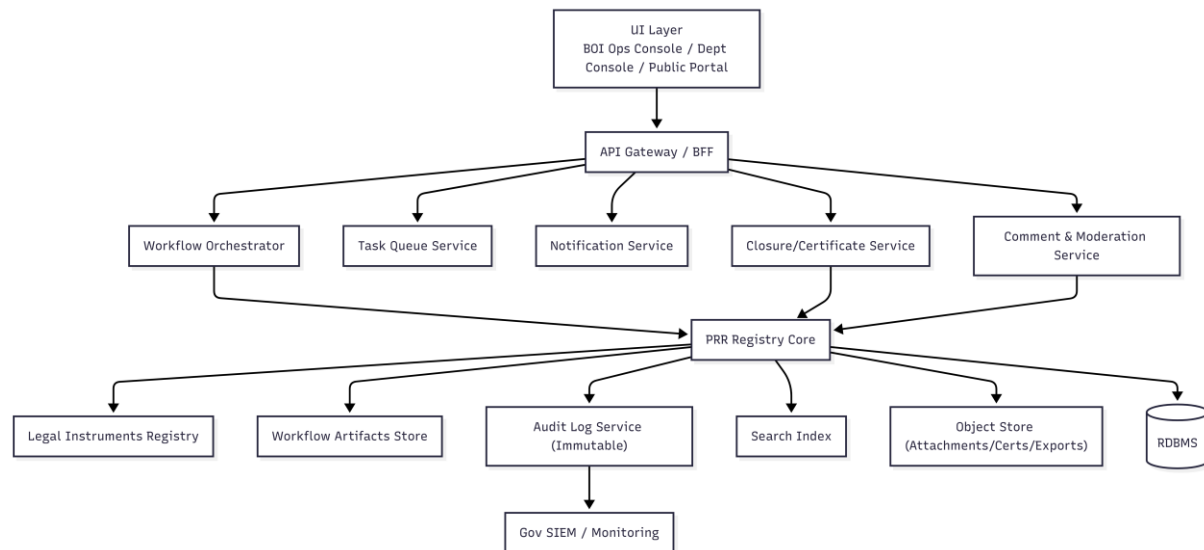
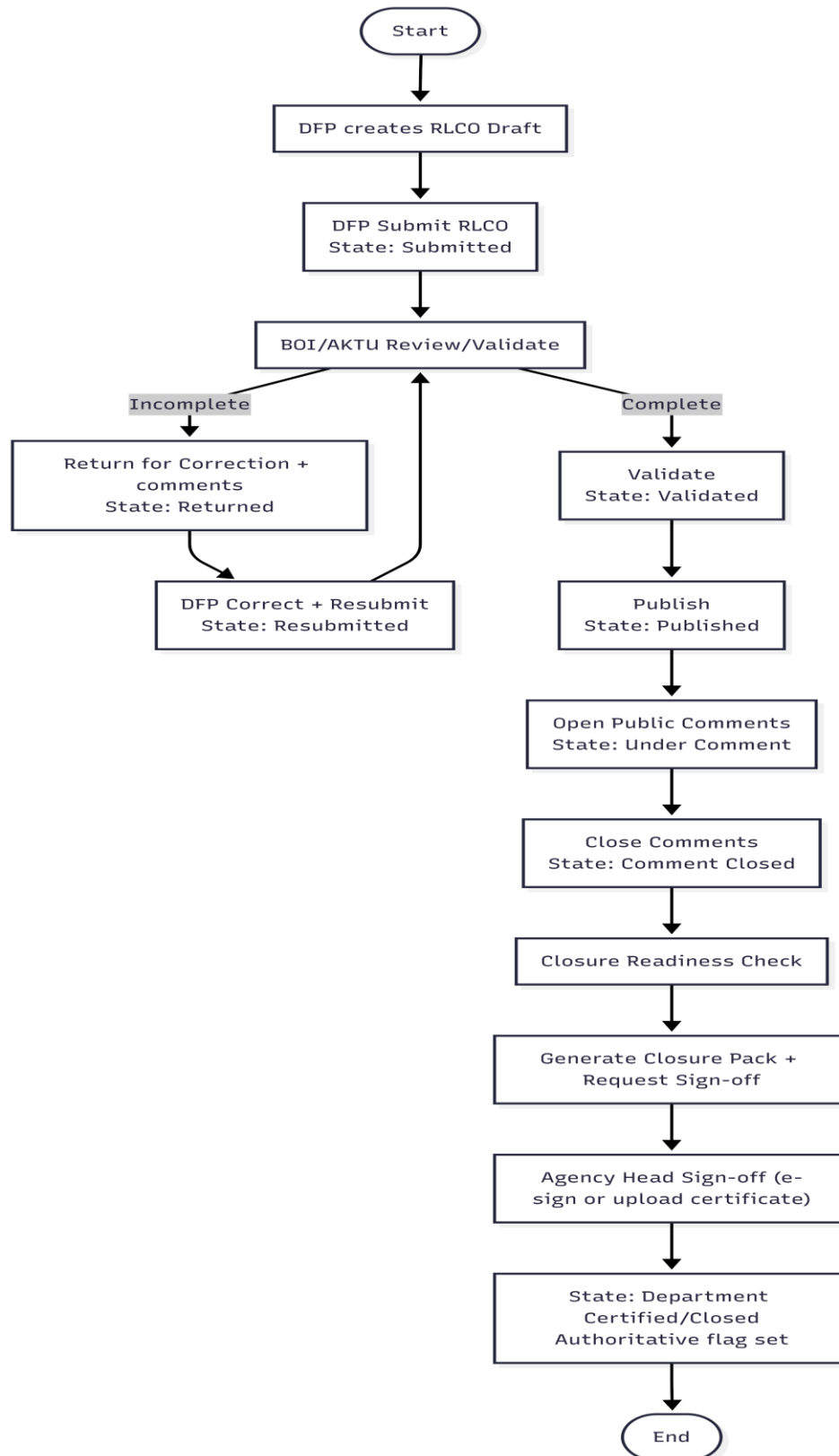


Figure 2: Module 2 — Component Architecture

*Figure 3: RLCO Lifecycle and Closure Certificate State Machine*

1.2.3 Module 3 — MIS Dashboards, Reporting, and Auto-Escalation

The MIS Module MUST provide management information for BOI/AKTU to monitor mapping progress, completeness and quality, validation status, public consultations, closure certification, reform artifacts, and statutory compliance. The module MUST include automated reminders and an escalation ladder. MIS MUST track system outcomes and compliance indicators only; TA and training activity logs are maintained outside PRR MIS.

1.2.3.1 Mapping Progress Dashboards: The System MUST provide national, jurisdiction-level, agency-level, and RLCO-level mapping progress views. Dashboard metrics MUST include counts of RLCOs created, submitted, returned, validated, and published; completeness scores; outstanding issue counts; and closure and certification status. The System MUST provide a jurisdiction-level view of Stage 1 Initial Expected RLCO Count versus Stage 2 Final Certified RLCO Count variances by agency, with automatic anomaly flags and an indicator for any anomalies acknowledged by AKTU.

1.2.3.2 CCoRR Executive Dashboard: The System MUST provide a real-time read-only executive dashboard for the Cabinet Committee on Regulatory Reforms (CCoRR) as Pakistan's apex reform oversight body under the Asaan Karobar Act, 2025. This dashboard MUST display at minimum: total RLCOs mapped by jurisdiction, reform velocity indicators (RLCOs simplified or eliminated per quarter), and identification of the ten agencies with the highest outstanding backlogs.

1.2.3.3 SLA Timers, Automated Reminders, and Escalation: The System MUST support configurable time limits per agency and per workflow state, enforced through automated multi-channel notifications via email, SMS, and in-app alerts. A configurable reminder schedule MUST be implemented (e.g., fifteen, seven, and three days before deadline, on the deadline, and at defined intervals thereafter). The escalation ladder MUST comprise at minimum: Level 1 (DFP), Level 2 (Agency Head/Authorized Signatory), and Level 3 (BOI/AKTU oversight). Escalations MUST trigger automatically on overdue thresholds and MUST continue until compliance is recorded or AKTU documents a formal exception. All notification events MUST be logged and exportable.

1.2.3.4 Data Quality, Consultation, Reform, and Export Dashboards: The System MUST provide completeness heatmaps, missing legal basis indicators, duplicate detection queue metrics, and a closure readiness blockers report. Consultation dashboards MUST show open and closed windows, comment volumes, moderation SLA status, and exports. Reform and BPR dashboards MUST display counts of As-Is and To-Be workflows produced, IT readiness status, and bottleneck tag frequency. The System MUST support generation of exportable decision packs including agency closure packs, jurisdiction packs, sector end-to-end packages, and a CCoRR Reform Velocity Report.

1.2.4 Module 4 — Mapping Enablement Module

The Mapping Enablement Module MUST provide the operational features required by BOI/AKTU to execute nationwide RLCO mapping in a controlled, scalable, and verifiable manner. The module MUST support jurisdiction and agency onboarding, focal person nomination and account provisioning, guided RLCO data entry using the approved standard template, tranche-based rollout, assisted ingestion with mandatory human verification, and department closure readiness — without storing TA or training activity logs in PRR MIS. A mapping cycle MUST be treated as complete only upon successful execution of the formal validation and closure procedure and capture of authorized departmental sign-off confirming inventory accuracy and completeness.

- 1.2.4.1 Agency Registry and Onboarding:** The System MUST provide an Agency Registry covering all six jurisdictions (Federal, ICT, Punjab, Sindh, Khyber Pakhtunkhwa, and Balochistan). It MUST record agency master data, onboarding cycle fields (start date, target deadline, and status), and focal person nomination records. BOI/AKTU MUST be able to configure jurisdiction and agency onboarding, including assigning deadlines and managing the escalation matrix, through an administrative interface without vendor involvement.
- 1.2.4.2 Account Provisioning:** The System MUST support BOI/AKTU provisioning of DFP and Agency Head accounts with minimal friction, including account creation, disabling, credential reset, and MFA enforcement for privileged roles. Agency-scoped access MUST be enforced so that DFPs can only create and edit RLCOs for their assigned agency.
- 1.2.4.3 Guided RLCO Entry:** The System MUST provide a step-by-step entry wizard aligned to final template approved (see 1.2.1.2) reference is available at Table 1 (ANNEX VII-A), with mandatory field highlighting, context help and tooltips drawn from the data dictionary, controlled vocabulary enforcement, inline validation, and a readiness-to-submit indicator. The System MUST prompt for required attachments and evidence based on RLCO type and legal basis and MUST maintain a record-level completeness score. DFPs MUST NOT be able to submit an RLCO with missing Table 1 mandatory fields.
- 1.2.4.4 Tranche-Based Rollout:** The System MUST support definition of onboarding waves and tranches by jurisdiction and agency cluster, with the ability to flag priority agencies and RLCO groups. Tranche completion tracking MUST include percentage of agencies onboarded, percentage of RLCOs submitted, validated, and published, and closure readiness status.
- 1.2.4.5 Assisted Ingestion:** The System MUST support bulk import of RLCO datasets from Excel and CSV files with column mapping to Table 1 fields, validation rules applied on import, an import error report with line-level failures, and a staging area review before records are created or updated. Where AI-assisted extraction from documents or portals is used, all AI outputs MUST be placed in a Human Verification Queue and MUST NOT progress to Validated status until human verification and approval are completed.
- 1.2.4.6 Two-Stage RLCO Count and Anomaly Flags:** The System MUST support an Initial Expected RLCO Count (Stage 1) recorded at onboarding with estimate basis and confidence level, which is updatable until the agency enters Closure Pending state. Prior to

closure sign-off, the System MUST automatically compute the Final RLCO Count in PRR (Stage 2) and require the Agency Head to confirm it as the Final Certified RLCO Count. The System MUST flag anomalies between Stage 1 and Stage 2 counts and against configurable peer benchmarks. Anomaly flags MUST require an explicit acknowledge-with-reason action by AKTU before closure proceeds.

- 1.2.4.7 Security and Ownership Controls:** The System MUST enforce strong RBAC and agency scoping for all draft and internal records. All mapping actions MUST be captured in immutable audit logs. Government ownership and control of all data, configurations, and artifacts MUST be maintained at all times, with no vendor lock-in.

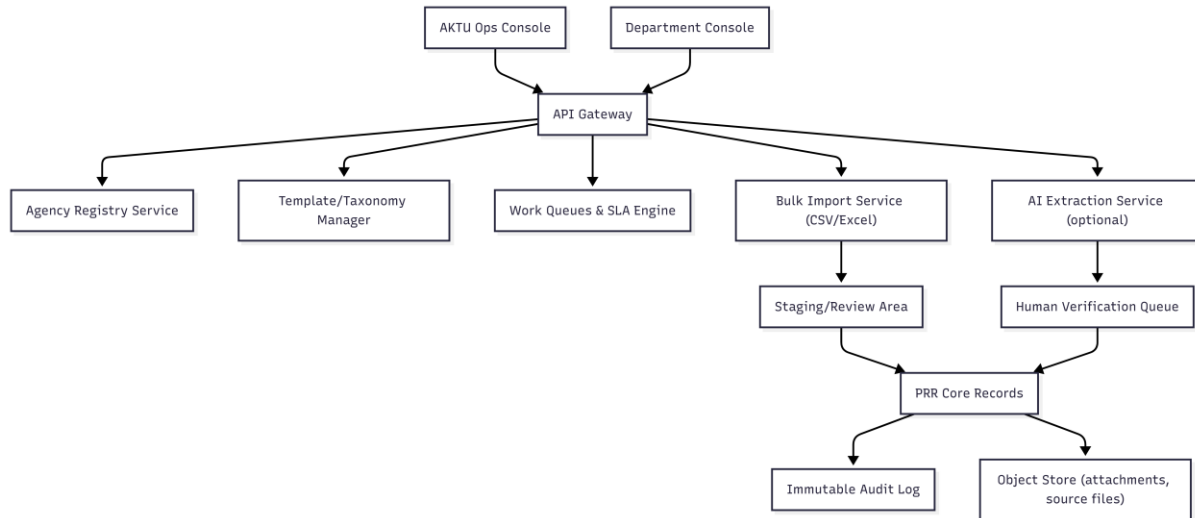


Figure 4: Mapping Enablement Pipeline

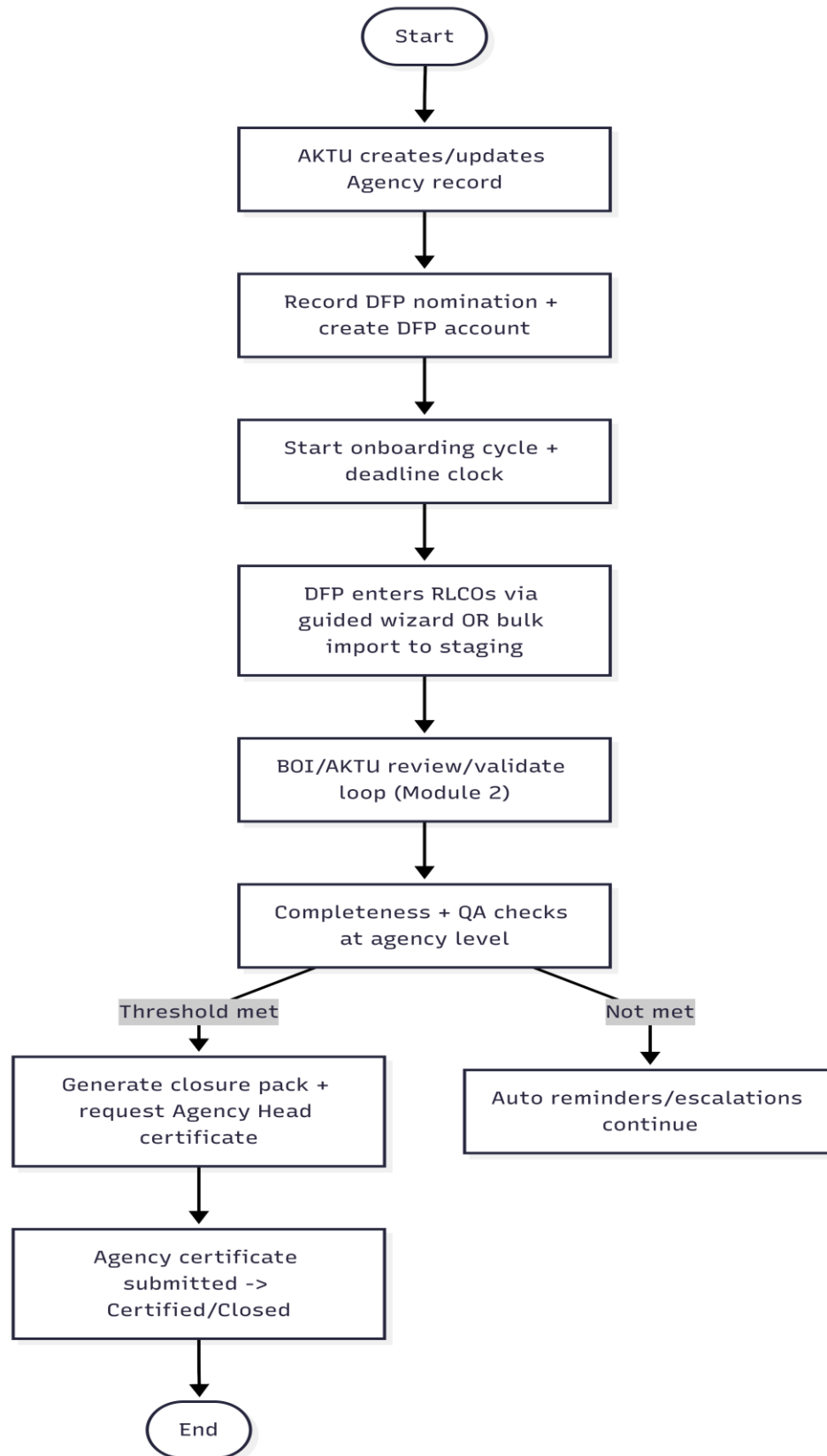


Figure 5: Agency Onboarding and Mapping Tranche Process

1.2.5 Module 5 — BPR, As-Is and To-Be Workflow Module

The BPR Module MUST enable BOI/AKTU to create, manage, verify, and publish PRR-linked workflow artifacts for RLCO processes, including As-Is and To-Be workflows, using BPMN 2.0 standards. The module MUST support bottleneck tagging, redesign rationale capture, legal amendment traceability, and direct linkage to the IT Readiness Assessment Module (1.2.6) and the Cost Impact Assessment Module (1.2.7).

1.2.5.1 Workflow Artifact Model: The System MUST maintain workflow artifacts in three synchronized representations: a BPMN 2.0 XML artifact as the authoritative machine-readable record, a structured workflow data model for analytics and rule-based checks, and a human-readable PDF rendering for decision packs and approvals. The System MUST store BPMN 2.0 XML files with full versioning and immutable audit trails, and MUST generate and store a PDF rendering for every approved workflow version. The structured workflow model MUST capture at minimum: process steps and tasks, actors and swimlanes, decision points, inputs and outputs, required documents and data objects, applicable fees and time bands, service channels, and inter-agency handoffs.

1.2.5.2 Workflow Types and Creation: The System MUST support As-Is workflows representing the current administrative process, To-Be workflows representing the redesigned process, and end-to-end business journey workflows spanning multiple RLCOs and agencies. The System MUST support both system-assisted draft generation from structured RLCO data and manual authoring via a web-based BPMN editor or import and export of BPMN 2.0 XML. System-generated draft workflows MUST be clearly labelled as drafts and MUST require human verification and approval before being treated as official outputs.

1.2.5.3 Approval Workflow and Quality Gate: All workflow artifacts MUST pass through defined states — Draft, Under Review, Returned for Revision, Verified/Approved, and Archived/Superseded — before being used in official decision packs or exports. Approval MUST record the verifier identity, timestamp, and comments. Approved workflow versions MUST be locked; edits MUST create a new version.

1.2.5.4 Bottleneck Tagging and To-Be Redesign: The System MUST allow BOI/AKTU to tag workflow steps with configurable bottleneck categories such as redundant approvals, duplicate documents, physical visits, manual verification, and queue delays. For To-Be workflows, the System MUST capture structured redesign rationale including change summary, expected impact categories, digitisation interventions proposed, and dependencies on legal changes, IT integrations, or policy decisions.

1.2.5.5 Legal Amendment Traceability and Sector Packages: The System MUST enable traceability from each To-Be recommendation requiring a legal change to the relevant legal instrument clause and MUST support linking of first-cut draft amendment text artifacts with version history. The System MUST support consolidation of sector packages covering at minimum five sectors (to be selected in consultation with BOI), each package containing

the mapped RLCO set, approved As-Is and To-Be workflows, bottleneck analysis, linked IT readiness and cost impact data, and linked legal change items, exportable as a complete reform pack as indicated in figure-6. The system could be configured to support other sector packages in the future.

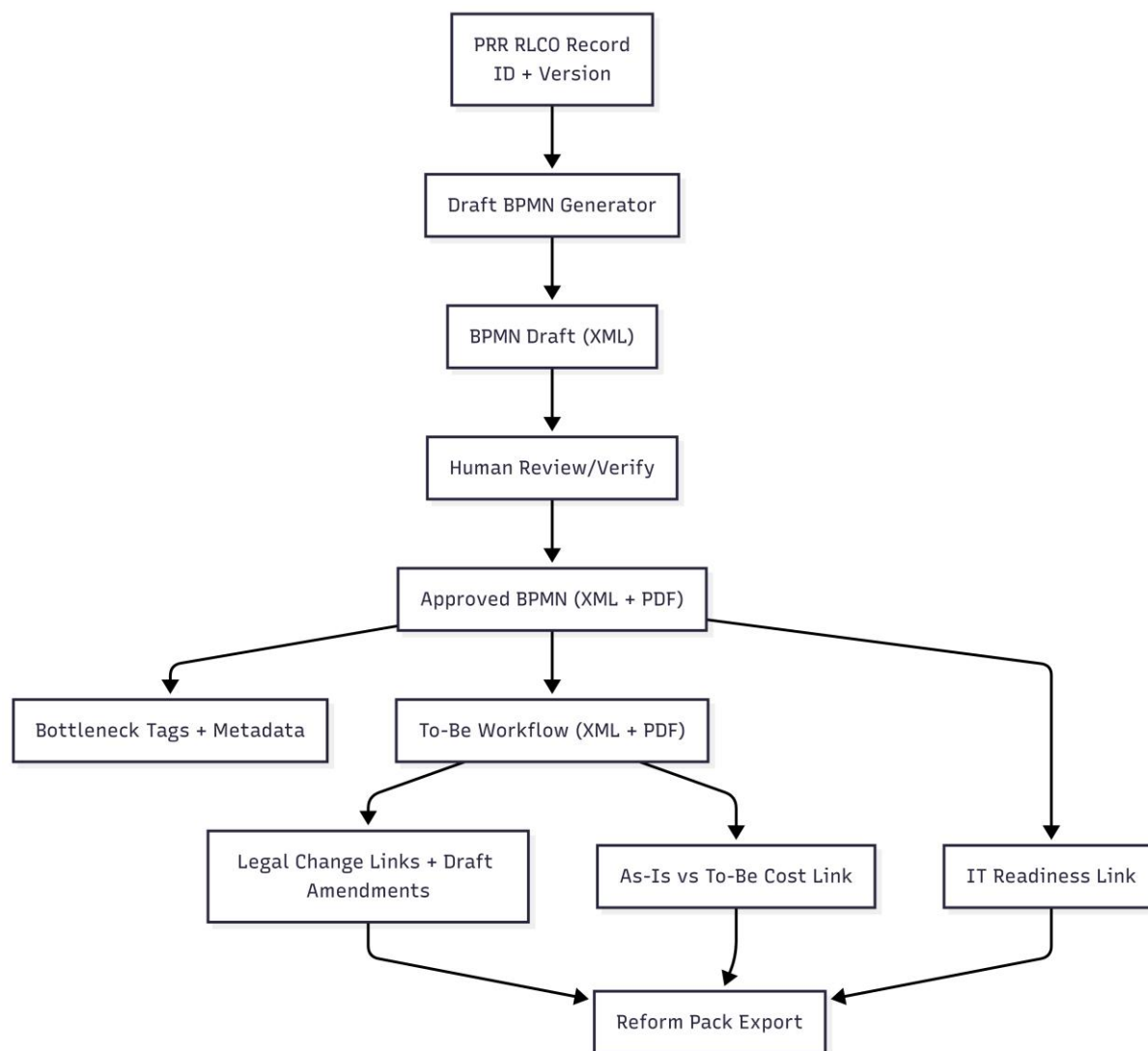


Figure 6: Workflow Artifact Linkage (PRR Record → BPMN → Reform Pack)

1.2.6 Module 6 — IT Readiness Assessment Module

The IT Readiness Assessment Module MUST enable BOI/AKTU to assess, record, and analyse the automation feasibility of each RLCO and its associated process or workflow. The module MUST capture structured readiness indicators and MUST produce outputs that directly inform prioritisation for the Pakistan Business Portal (PBP) and phased automation planning under the PRMI Strategy.

- 1.2.6.1 Linkage and Traceability:** Each IT readiness assessment record **MUST** be linked to the PRR RLCO Record ID and version, the associated As-Is and To-Be workflow artifact IDs and versions, the agency, jurisdiction, and sector or journey package. This linkage **MUST** be bidirectional and visible from both the RLCO record and the workflow artifact.
- 1.2.6.2 Readiness Data Model:** The System **MUST** implement a structured readiness schema with controlled vocabularies and configurable scoring capturing at minimum: current digitisation status and service channel mode; names and URLs of existing systems and portals; data availability and ownership; integration readiness covering integration targets, API availability, and data standards readiness; authentication and payments readiness; and a structured record of constraints and blockers with categories, descriptions, and mitigation suggestions. BOI/AKTU **MUST** be able to configure vocabulary lists and scoring thresholds without code changes.
- 1.2.6.3 Readiness Scoring and Prioritisation (Supplier will propose, BOI will notify in consultation with stakeholders):** The System **MUST** compute an overall readiness rating for each RLCO — at minimum Quick Win, Medium Complexity, or Complex — with optional sub-scores for channel readiness, data readiness, integration readiness, and payments and authentication readiness. The System **MUST** support prioritisation tags and automation pathway classification, and **MUST** generate a prioritised list of RLCOs filtered by readiness category, jurisdiction, and sector. All readiness assessments **MUST** pass through a draft-to-approved workflow with versioning and immutable approval records before being included in official prioritisation exports.
- 1.2.6.4 Reports and Exports:** The System **MUST** provide readiness distribution dashboards by jurisdiction, agency, and sector; a top blockers report by category frequency; and an integration dependency matrix. All exports **MUST** include RLCO identifiers, workflow identifiers, and sector package identifiers. IT readiness records **MUST** be restricted to internal roles only with every access and export event logged as indicated in Figure-7.

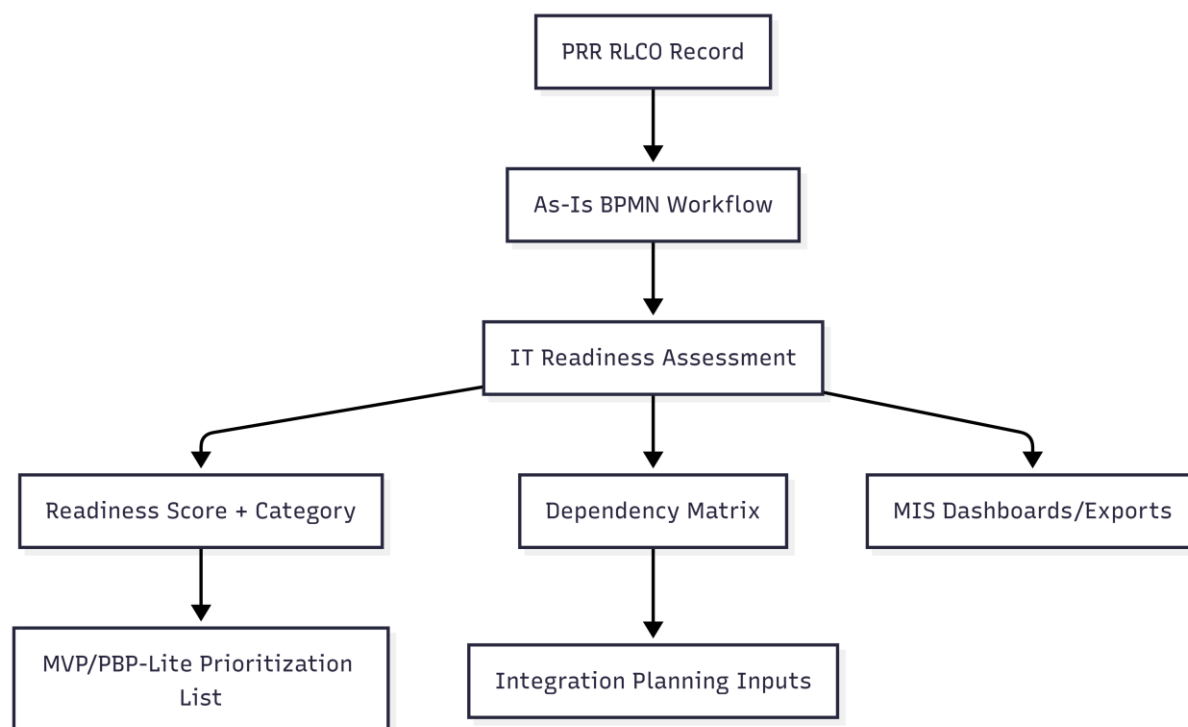


Figure 7: IT Readiness Linkages (RLCO → Workflow → Readiness → Prioritisation)

1.2.7 Module 7 — Cost Impact Assessment Module (SCM/RIA-lite)

The Cost Impact Assessment Module MUST enable BOI/AKTU to quantify and compare the administrative and compliance cost of RLCO processes before reform (As-Is) and after reform (To-Be). The module MUST support structured capture of cost drivers, built-in calculations, and reporting to prioritise reforms and support evidence-based regulatory improvement in line with Standard Cost Model (SCM) and Regulatory Impact Assessment (RIA) principles under the PRMI Strategy.

1.2.7.1 Cost Model Scope and Linkage: Each cost assessment record MUST be linked to the PRR RLCO Record ID and version, the linked As-Is and To-Be BPMN workflow identifiers and versions, the agency and jurisdiction, and the relevant sector or journey package. The System MUST support per-application cost models, annualised cost models, and optional scenario models by business type. Cost models MUST be operable at both the individual RLCO level and the end-to-end journey level.

1.2.7.2 Assumptions Library: The System MUST provide a versioned Assumptions Library maintainable by BOI/AKTU without code changes, containing staff wage rates by role band with monthly, daily, and hourly derivations; travel and visit cost parameters; printing cost per page; notarisation and attestation costs; opportunity cost parameters; and configurable time bands for typical compliance activities. Each cost assessment MUST

store an assumptions snapshot reference so that historical calculations remain fully reproducible when assumptions are updated.

- 1.2.7.3 Built-in Calculation Engine:** The System MUST compute per-application metrics including labour cost, direct cost, total compliance cost, waiting time, and opportunity cost as notified by BOI/AKTU. The System MUST also compute annualised equivalents of each metric. For As-Is versus To-Be comparisons, the System MUST produce the absolute difference in PKR and in configured reporting currencies, the percentage reduction or increase, a driver breakdown identifying which cost categories changed most, and a configurable quick-win indicator.
- 1.2.7.4 Multi-Currency Support:** The System MUST operate with PKR as the base and primary storage currency and MUST support configurable reporting currencies with exchange rates maintainable by BOI/AKTU. All reports MUST display PKR values alongside selected reporting currency conversions using the exchange rate snapshot applied at calculation time.
- 1.2.7.5 Approval Workflow, Dashboards, and Exports:** Cost assessments MUST follow an approval workflow from Draft through to Approved with full versioning. Approved assessments MUST be immutable and MUST store the assumptions snapshot, exchange rate snapshot, and linked workflow version references. The System MUST provide dashboards showing top RLCOs by total cost and by potential savings, sector-wise and jurisdiction-wise cost burden summaries, and driver breakdown charts. Exports MUST be available in Excel format with As-Is, To-Be, and Summary sheets, and in PDF summary format as indicated figure-8.

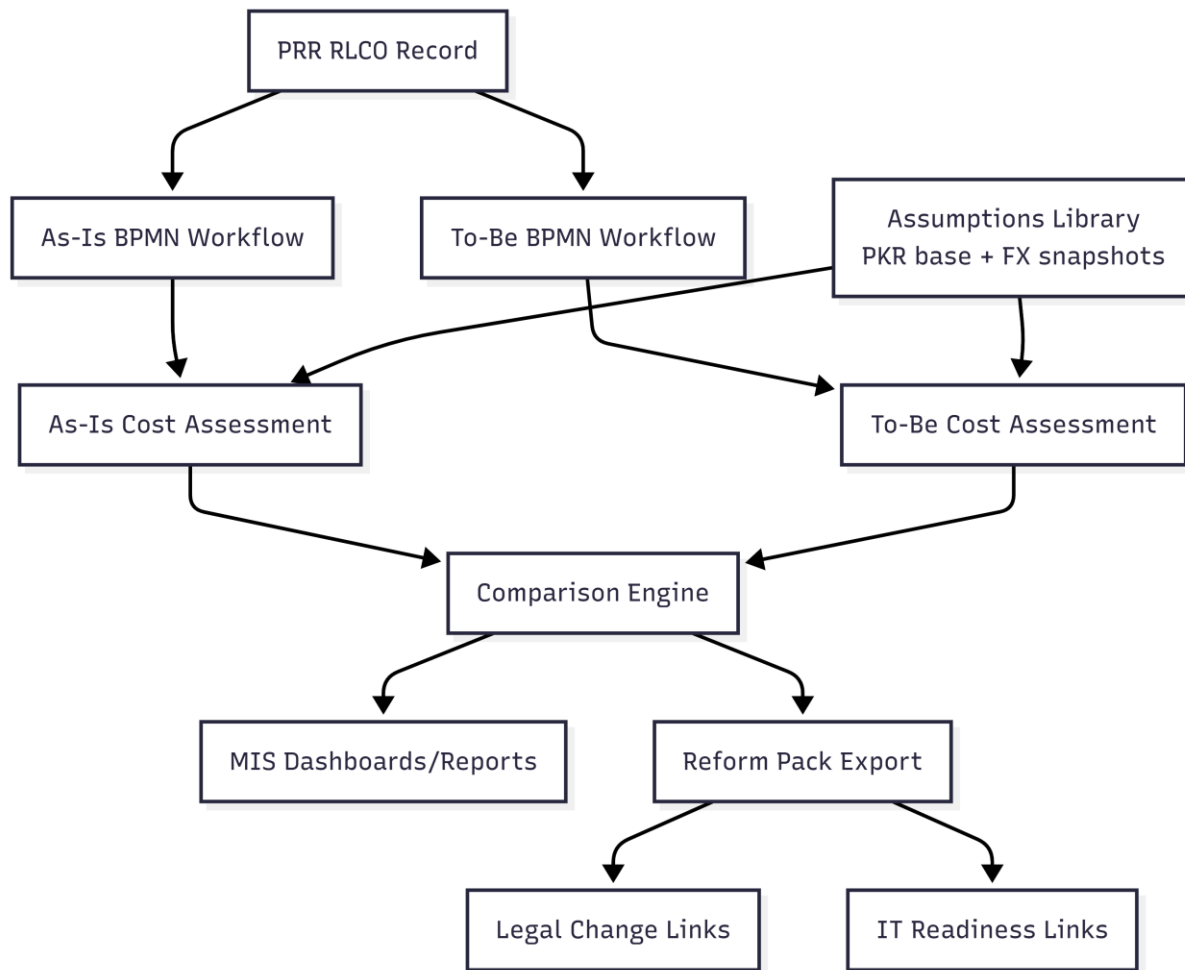


Figure 8: Cost Module Linkages (RLCO → Workflow → Cost Assessment → Reform Pack)

1.2.8 Module 8 — Public Portal and Content Management System

The Public Portal MUST provide a national public-facing interface to the PRR to enable regulatory transparency, public accessibility, and structured public participation. It MUST publish validated RLCO information, support search and discovery by businesses and citizens, and host public consultation comment windows with mandatory pre-moderation and full auditability.

1.2.8.1 Data Isolation and Access Model: The Public Portal MUST expose published RLCO information only. Draft, submitted, returned, and internally validated content MUST NOT be accessible through the Public Portal. The Public Portal MUST consume data via a controlled read-only API layer filtered to Published state and MUST NOT directly access internal databases. Attempts to access non-published records via public URLs MUST return a not-available response and MUST be logged.

- 1.2.8.2 Search, Discovery, and Business Journey Bundles:** The Public Portal MUST provide global search with filters covering jurisdiction, agency and regulator, sector and subsector, RLCO type, lifecycle stage, and effective date. The System MUST support semantic search in English and Urdu using intent mapping to ISIC Rev.4 taxonomy so that a user searching using a business activity description receives all relevant RLCOs regardless of the specific terminology used by regulators. The Public Portal MUST present pre-packaged Business Journey Bundles that group all RLCOs relevant to a defined business activity — for example, all licences, certificates, and approvals required to establish and operate in a given sector — so that users encounter a compliance journey rather than a flat list of individual records through sequencing to allow accuracy checks before publishing the information.
- 1.2.8.3 RLCO Detail Pages and Downloads:** Each published RLCO detail page MUST display at minimum: a summary of key Table 1 fields, legal basis references and links, required documents and fees, a high-level process overview, a digital readiness indicator at the public-safe level, and download links for BOI/AKTU-authorized attachments. Related RLCOs within the same business journey MUST be visible. Public users MUST be able to download BOI/AKTU-authorized attachments and generate printable PDF views of RLCO pages.
- 1.2.8.4 Public Consultation:** Consultation windows MUST be configurable but MUST NOT be set below thirty (30) days. All submitted comments MUST enter a moderation queue and MUST NOT be publicly visible until approved. Moderation actions MUST include Approve, Reject, Mark as Spam, Redact, and Ban. Immutable moderation audit logs MUST be maintained capturing comment identifier, RLCO identifier, action, reason code, moderator identity, and timestamp. The portal MUST support both verified submission with email and OTP authentication, and configurable anonymous submission with CAPTCHA and stricter moderation controls.
- 1.2.8.5 Content Management and Security:** The Public Portal MUST include a CMS allowing BOI/AKTU to manage home page content, banners, announcements, static informational pages, and multilingual content (at minimum English and Urdu) through a draft-review-publish workflow without vendor involvement. The portal MUST be protected with a WAF, rate limiting, bot mitigation, and input sanitisation. The portal MUST comply with WCAG 2.1 Level AA and MUST be responsive across mobile and desktop devices. Read-only APIs for published RLCO data MUST be available for integration with other government portals, subject to throttling and access controls as indicated in figure-9.

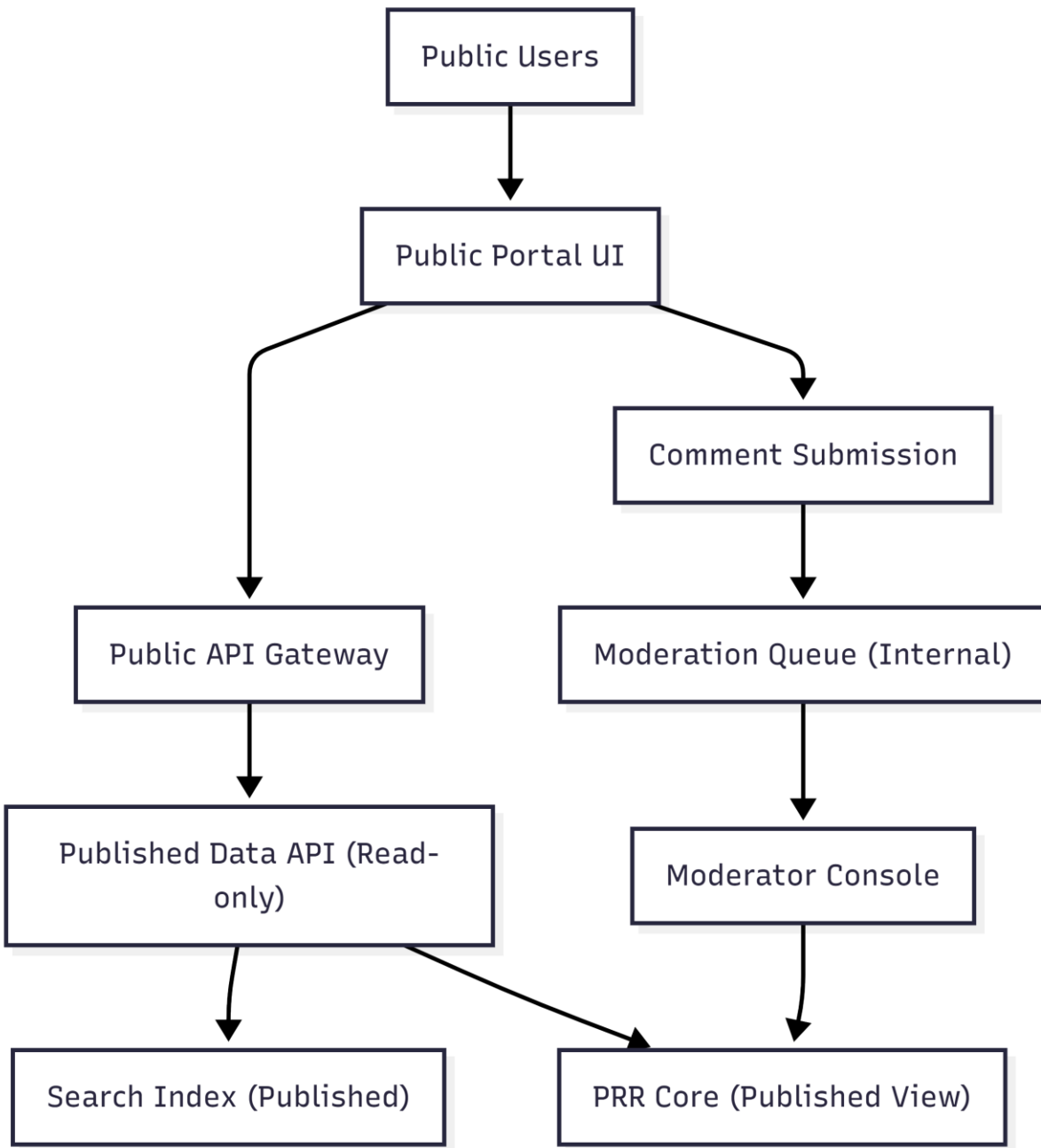


Figure 9: Public Portal Data Flow (Published RLCO Data — Read-only API Layer)

1.2.9 Module 9 — RIS/AKTU Gating Module (Mandatory Subsystem)

The RIS/AKTU Gating Module MUST transform the PRR from a regulatory repository into an active regulatory governance platform by enabling line ministries and regulators to submit draft regulations and subordinate legislation with structured Regulation Impact Statements (RIS) for AKTU review, gatekeeping, and public consultation. The module MUST enforce the

rule that no regulation receives a Registry ID and no publication occurs without RIS clearance by AKTU and a digitally signed approval.

Commercial Requirement: This module **MUST** be priced as a separate subsystem line item in the System Inventory Tables and the Implementation Schedule. The module is mandatory; separate pricing is required for commercial transparency only.

- 1.2.9.1 Three-Portal Operating Model:** The System **MUST** implement three distinct user experiences integrated within a single platform architecture: a Ministry/Regulator Submission Portal for creating regulation entries, uploading draft legal text and supporting documents, completing structured RIS forms, and submitting to AKTU; an AKTU Review and Gatekeeping Portal for reviewing and returning submissions, issuing AKTU clearance with a digital signature, controlling public consultation windows, and issuing Registry IDs; and a Public Consultation Portal integrated with Module 8 for publishing draft regulations and RIS summaries, collecting pre-moderated public comments during windows of at least thirty (30) days.
- 1.2.9.2 RIS Form Builder:** The System **MUST** provide a structured RIS form builder with configurable section-based templates, mandatory field enforcement, embedded guidance text and controlled vocabularies, attachment uploads per section, and full versioning. The RIS template **MUST** support at minimum the following sections: Problem Definition; Policy Options Analysis (the system **MUST** flag submissions with fewer than three policy options); Economic Impact Assessment including SME impact; Federal-Provincial Impact Scan; Stakeholder Consultation Record; Risk Assessment; Implementation and Enforcement Plan; and Sunset Clause and Post-Implementation Review.
- 1.2.9.3 AKTU Gatekeeping Workflow and Blocking Rules:** The System **MUST** implement the following states at minimum: Draft, Submitted to AKTU, AKTU Completeness Check, AKTU Technical Review (with configurable Enhanced Review routing for high-impact or high-risk submissions), Returned to Ministry, Approved for Consultation, Public Consultation Open, Consultation Closed, Final AKTU Clearance, Registry ID Issued, and Published/Monitoring. The System **MUST** enforce that no Registry ID is issued unless the final RIS is cleared by AKTU and digitally signed, and that publication is blocked until a Registry ID is issued. Submission to AKTU **MUST** require an authenticated e-signature or secure acknowledgement by an authorized ministry user. All gate actions **MUST** be immutably logged.
- 1.2.9.4 AI Diagnostic Integration:** Upon transition to Submitted to AKTU, the System **MUST** trigger an AI Diagnostic Batch via the AI Assist Module (1.2.10) producing an AI Diagnostic Pack bundling an AI-generated draft process flow, a compliance cost estimate with SME burden index, and a best-practice gap report. This pack **MUST** be automatically attached to the case file and presented in the AKTU Technical Review interface. On Consultation Closed, the System **MUST** trigger an AI consultation analysis producing a Consultation AI Report covering thematic clustering, sentiment summary, salience scoring, and risk flags, which **MUST** be presented before Final AKTU Approval.
- 1.2.9.5 Registry ID, Gazette Status, and Monitoring:** After Final AKTU Approval, the System **MUST** generate and assign a Registry ID, capture Gazette publication metadata including gazette number, date, link, and upload, and support ongoing monitoring of RIS-defined

KPIs with automated sunset date alerts and archive, repeal, or amend tracking. The System MUST generate exportable packs covering the full RIS with approval history and digital signature proof, a consultation summary with disposition log, and a Cabinet or Committee summary brief as indicated in figure-10, figure-11 (Kindly note that Ministries have been indicated here be taken as Public organization operating at any tier of the Government) and figure-12.

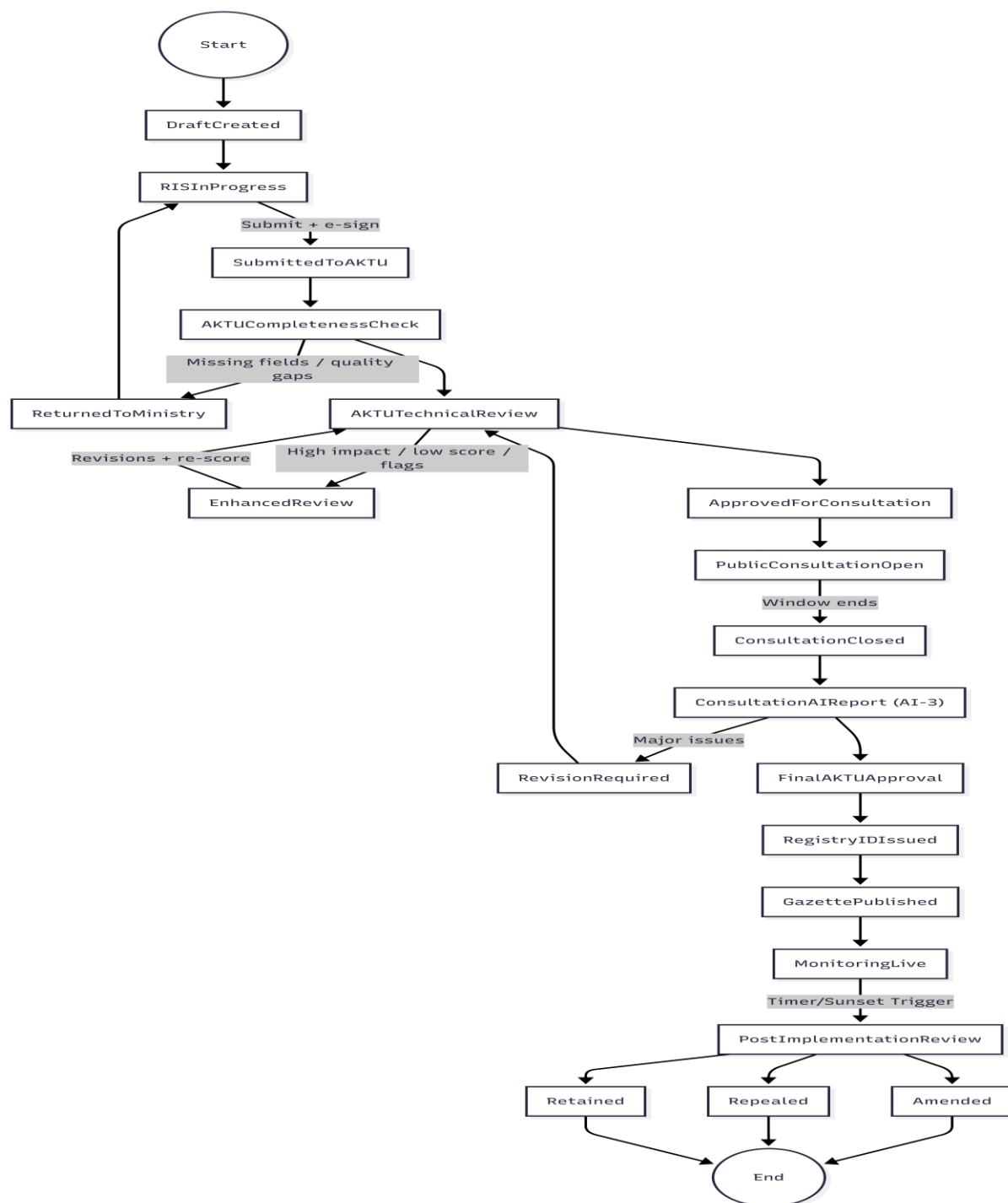
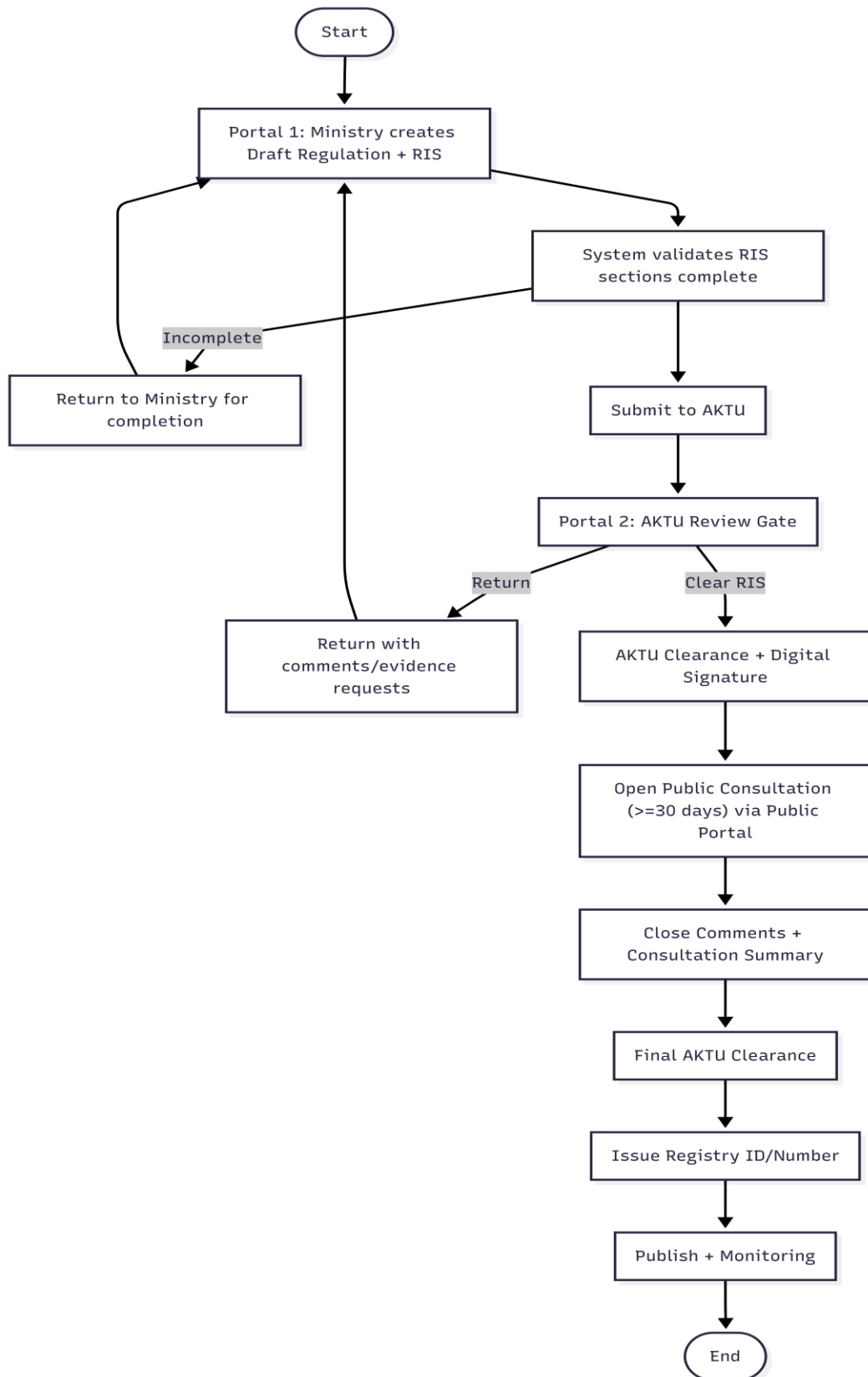


Figure 10: RIS/AKTU Governance Lifecycle — State Machine

*Figure 11: RIS/AKTU Gatekeeping Process Flow*

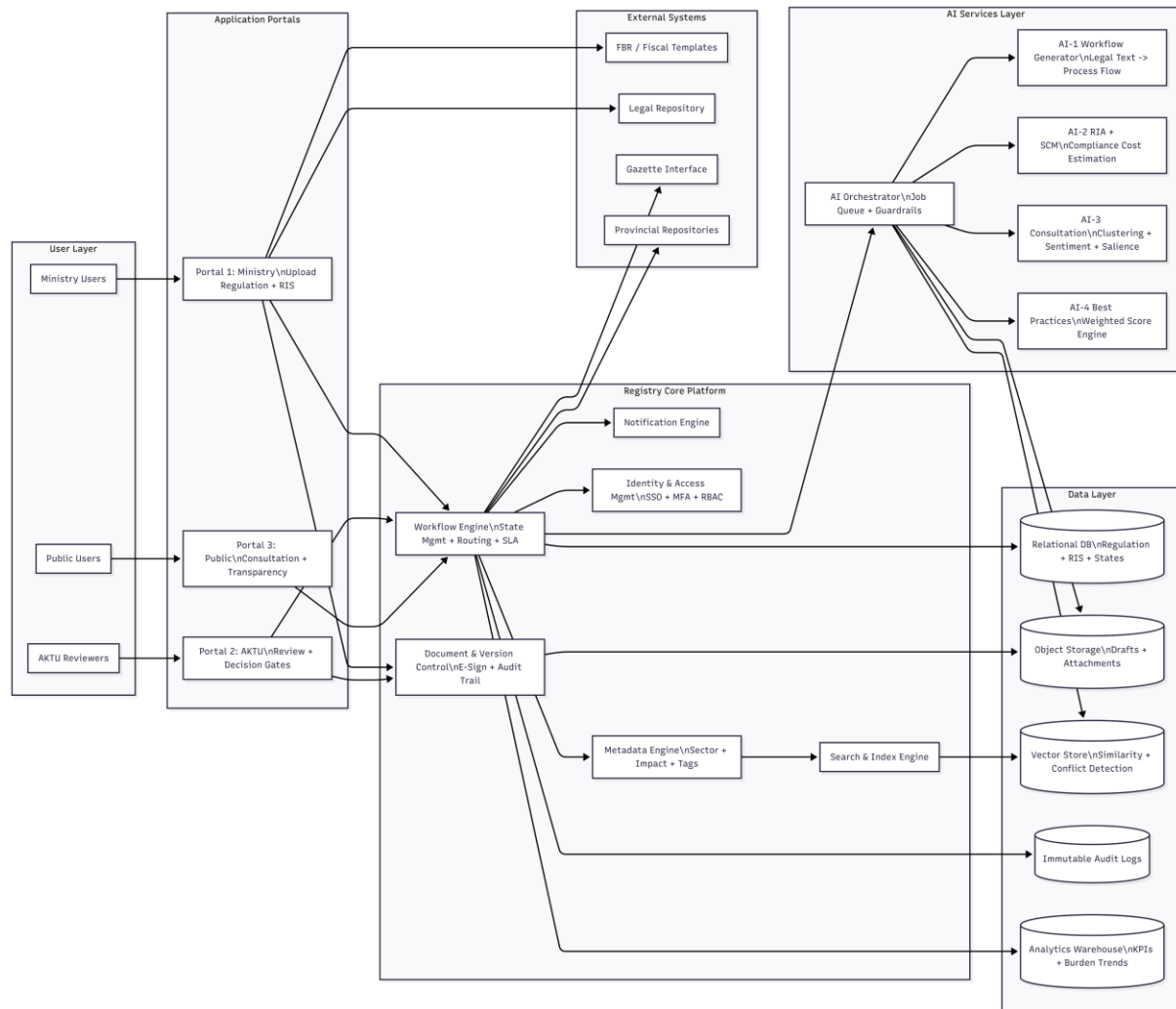


Figure 12: RIS/AKTU Reference Architecture

1.2.10 Module 10 — AI Assist Module (Mandatory Subsystem)

The AI Assist Module MUST provide AI-enabled analytical capabilities to accelerate workflow drafting, cost and burden modelling, consultation evaluation, and best-practice scoring. All AI outputs MUST be treated as advisory recommendations requiring human review before any final decision, clearance, or publication. The AI module MUST operate entirely within government-controlled hosting and MUST NOT transmit data to external AI platforms unless explicitly approved in writing by the Purchaser.

Commercial Requirement: This module MUST be priced as a separate subsystem line item in the System Inventory Tables and the Implementation Schedule. The module is mandatory; separate pricing is required for commercial transparency only.

1.2.10.1 AI Governance Guardrails: The System **MUST** enforce the following mandatory governance principles: AI outputs **MUST** never trigger final clearance, publication, or enforcement actions without human approval; all AI outputs **MUST** be stored with the input parameters, model version, and generation timestamp to ensure reproducibility; AI modules **MUST** operate exclusively on government-hosted infrastructure with no dependency on external model APIs unless explicitly approved; and every AI output **MUST** be accessible to the Purchaser in full for review, audit, and override. No AI module **MUST** operate as a final decision authority; all outputs **MUST** remain advisory.

1.2.10.2 AI Feature 1 — Workflow and Process Flow Generation: The System **MUST** provide AI-assisted generation of draft RLCO process flows and workflow artifacts from structured PRR RLCO data, extracting obligations, actors, decision points, and step counts. All AI-generated workflow drafts **MUST** be labelled as such and **MUST** require human verification and approval before being treated as official outputs.

1.2.10.3 AI Feature 2 — RIA/SCM Modelling and Burden Scoring: The System **MUST** provide AI-assisted compliance cost estimation and SME burden index generation linked to structured RLCO cost data and assumptions. These outputs **MUST** be treated as advisory and **MUST** be linked to Module 7 for human validation before use in official reporting.

1.2.10.4 AI Feature 3 — Consultation Evaluation: Following the close of a public consultation window, the System **MUST** generate an AI Consultation Analysis Report covering thematic clustering of submitted comments, sentiment analysis, salience scoring, and identification of risk flags. This report **MUST** be presented to AKTU before Final AKTU Approval and **MUST** be stored as part of the immutable case record.

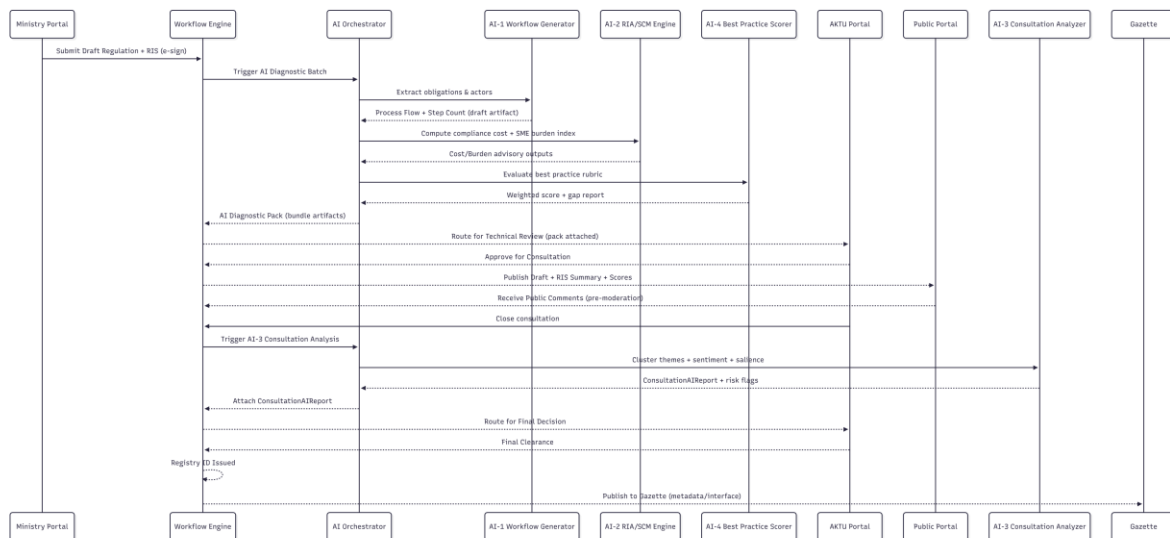


Figure 13: AI Orchestration Sequence (Diagnostic Pack, Consultation AI Report, and Gazette Workflow)

1.2.10.5 AI Feature 4 — Best Practices Indicator and Scorecard: The System **MUST** provide an AI-assisted regulatory best practices scorecard that compares draft regulations or RLCO processes against configurable benchmark criteria and produces a weighted gap

report and score. The scorecard methodology and benchmarks MUST be configurable by BOI/AKTU without code changes.

- 1.2.10.6** AI Feature 5 — Similarity and Conflict Detection: The System MUST include a vector database or semantic search mechanism enabling detection of potential duplication, overlap, or conflict between new or proposed RLCOs and existing entries in the registry. Flagged similarities or conflicts MUST be surfaced to BOI/AKTU reviewers as advisory flags requiring human review and a documented resolution decision before the relevant RLCO or regulation progresses as indicated in figure-14 and 15.

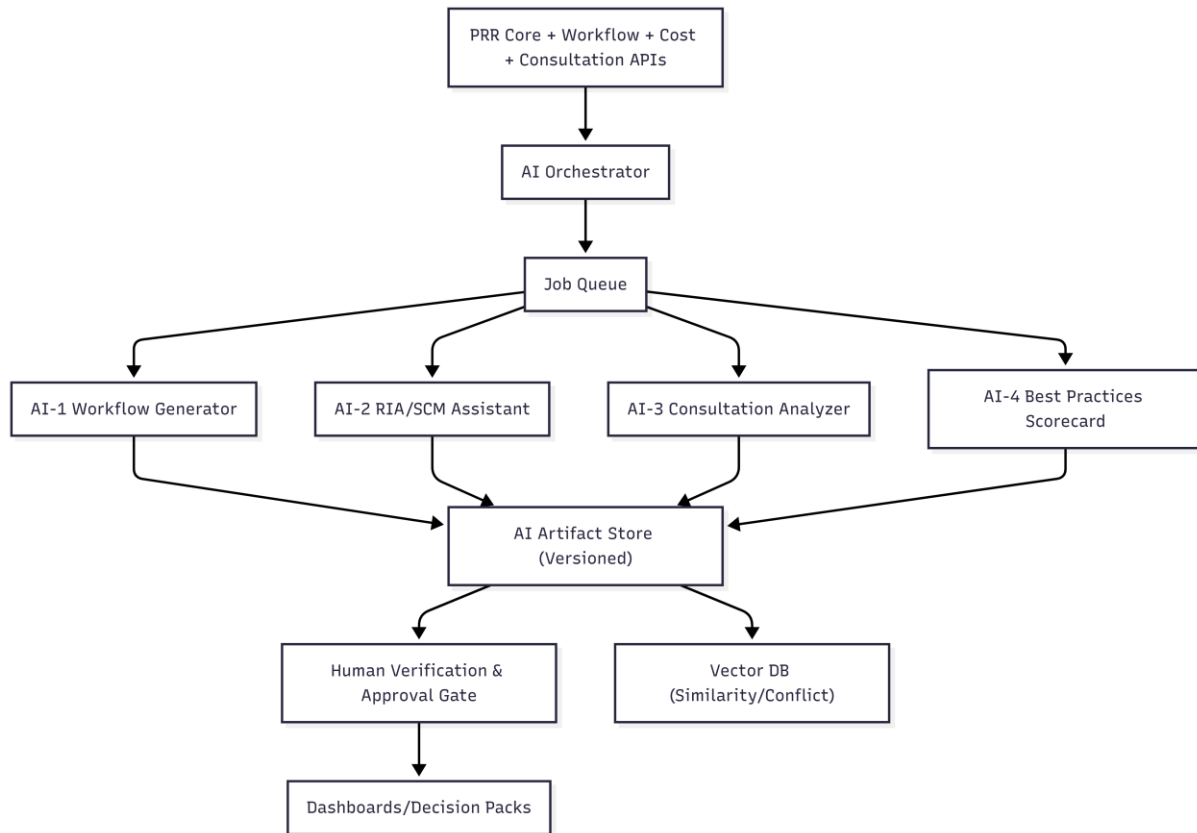


Figure 14: AI Layer Architecture (Isolated Services, Artifact-Based Design, Government-Hosted)

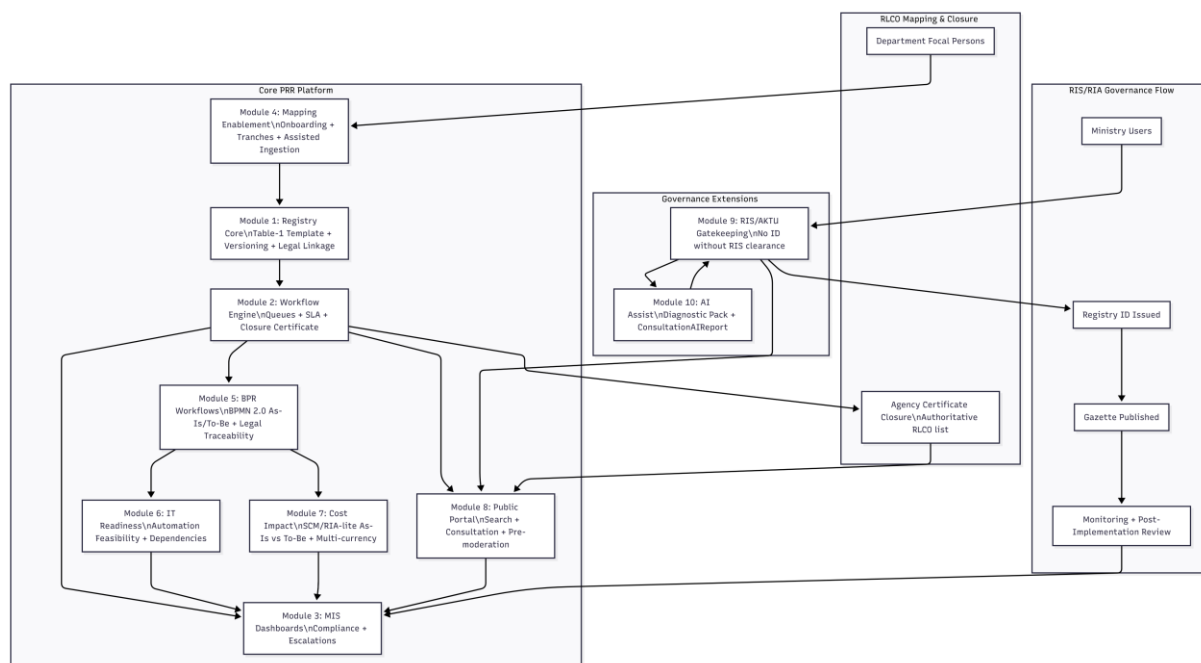


Figure 15: Overall Process Flow Across All PRR Modules (End-to-End System View)

1.2.11 Business Function Requirements — Technical Assistance Workstream

In parallel with the design, development, supply, installation, and commissioning of the PRR platform, the Supplier MUST deliver a fully structured and independently evidenced¹ Technical Assistance (TA) programme as an integral and co-equal workstream of this Contract. The TA workstream operationalises the PRR by ensuring that regulatory data is accurately mapped and populated into the system, that participating regulatory authorities are equipped and enabled to use the platform sustainably, and that the reform outputs mandated by the Asaan Karobar Act, 2025 and the PRMI Strategy are produced, validated, and handed over to the Purchaser. The TA workstream MUST be planned, staffed, budgeted, and evidenced as a distinct programme of professional services with its own milestones, deliverables, and acceptance criteria in the Implementation Schedule.

1.2.11.1 Jurisdiction-Wise RLCO Mapping and Onboarding: The Supplier MUST support BOI/AKTU to implement a jurisdiction-wise onboarding plan covering Federal, ICT, and the four provinces (Punjab, Sindh, Khyber Pakhtunkhwa, and Balochistan). This MUST include regulator outreach support, focal person nomination facilitation, tranche

¹ In this context, “independently evidenced” means that the Technical Assistance (TA) programme must be supported, verified, and demonstrated through objective, third-party-verifiable proof, rather than relying solely on the Supplier’s self-reporting.

sequencing by readiness and priority, and structured RLCO data capture using PRR workflows. The Supplier MUST incorporate stocktaking of previously mapped RLCOs from existing platforms and datasets and align and ingest them into the PRR template where feasible. The Supplier MUST deploy dedicated TA resources to provide practical mapping assistance to DFPs through a combination of remote support and in-person visits, ensuring that all RLCO information entered is accurate, complete, consistently structured, and supported by official legal references.

1.2.11.2 Validation, Closure, and Departmental Sign-Off: The Supplier MUST support BOI/AKTU to implement a formal validation and closure standard operating procedure for each participating agency. This MUST include running data quality and completeness checks, supporting resolution of gaps and discrepancies until records are publishable, and securing formal departmental sign-off from each agency confirming that the RLCO inventory in the PRR is accurate, official, and complete. The Supplier MUST ensure that the digital readiness fields and questionnaire are completed for each RLCO as part of the closure process.

1.2.11.3 Stakeholder Engagement and Capacity Building: The Supplier MUST design and deliver structured stakeholder engagement sessions across all jurisdictions — physically and virtually — to support regulator onboarding, RLCO validation, workflow documentation, and reform facilitation discussions. These sessions MUST include structured validation workshops aligned to mapping waves and tranches, targeted resolution sessions with key regulators, and capacity building seminars for BOI/AKTU, provincial focal points, chambers of commerce, and other key stakeholders. The Supplier MUST provide a minimum of one stakeholder session per jurisdiction per mapping wave, with the number and frequency of sessions agreed in the TA Workplan.

1.2.11.4 As-Is Workflow Documentation: The Supplier MUST enable BOI/AKTU teams — through training, BPMN diagramming standards, and structured guidance — to produce and maintain PRR-linked As-Is workflow diagrams for all mapped RLCO processes. The Supplier MUST develop and obtain BOI/AKTU approval for the BPR methodology, diagramming standards, and analysis toolkit covering bottleneck criteria, redesign principles, digitisation readiness checks, and prioritisation logic. As-Is workflows MUST be documented at minimum for one hundred (100) priority economic activities across five sectors as indicated in 1.2.11.7, capturing process steps, actors and lanes, decision points, required documents, fees and time bands, service channels, and inter-agency handoffs. Where system-enabled workflow drafts are available from Module 5, the Supplier MUST ensure human verification, correction, and finalization before workflows are treated as approved outputs.

1.2.11.5 IT Readiness Assessment for ICT/ Federal Government (including BFC): As workflows are prepared and verified, the Supplier MUST assess the IT readiness of each regulatory institution and RLCO process for automation, recording results in the structured format provided by Module 6. Assessments MUST cover current digitisation status, existing systems and portals, data availability, integration readiness, authentication and payment readiness where applicable, and constraints and blockers. Results MUST be recorded in the PRR IT Readiness module to directly support PBP prioritisation and phased automation planning under the PRMI Strategy.

- 1.2.11.6** To-Be Workflow Design and Streamlining Recommendations: Using the As-Is analysis, the Supplier MUST support BOI/AKTU to develop To-Be workflows and actionable recommendations for reducing regulatory bottlenecks and inefficiencies across at minimum one hundred (100) priority economic activities across 5 sectors. To-Be workflows MUST be produced for BFC-related and ICT-related RLCOs as the minimum priority. Where legal changes are required to implement To-Be reforms, the Supplier MUST identify the relevant legal instrument and clause, prepare first-cut draft amendment text where applicable, and maintain full traceability: As-Is issue identified → To-Be reform proposed → legal instrument requiring amendment.
- 1.2.11.7** ISIC Rev.4 Alignment and Sector Packages: The Supplier MUST apply ISIC Rev.4 to define and confirm at minimum five (5) priority sectors and one hundred (100) priority economic activities (level of ISIC v4 proposed to be used to select sectors (2-digit) and activities (4-digit) across those sectors. For each sector, the Supplier MUST consolidate a complete Sector End-to-End Package containing the mapped RLCO set, approved As-Is workflows, IT readiness findings, To-Be workflows and streamlining recommendations, and linked legal drafting outputs, demonstrating full regulatory compliance pathway coverage for that sector. The selection will be finalized through Inception report with the consent of BOI.
- 1.2.11.8** Evidence and Acceptance: The Supplier MUST maintain complete and auditable evidence of TA delivery including session agendas, attendance records, workshop minutes, action trackers, validation sign-off documents, workflow packs, and issue resolution logs. TA activity logs may be maintained outside PRR MIS, but all TA deliverables remain contractual obligations under this Contract and MUST be submitted with the specified acceptance evidence.

Table 1.2.11-A: Technical Assistance Minimum Deliverables

Code	Deliverable	Minimum Scope	Evidence / Acceptance Criteria	Timing
TA-D1	TA Workplan and Governance Pack	Jurisdiction rollout plan + stakeholder engagement plan + roles and RACI matrix	Approved by BOI/AKTU; aligned to Implementation Schedule	W1–W4
TA-D2	Mapping Toolkit Pack	Checklists, SOPs, QA rules, data-entry guidance, and closure SOP templates	Toolkit delivered and BOI/AKTU sign-off; used in Wave 1 pilot	W1–W6
TA-D3	Jurisdiction Wave 1 Completion Pack	Federal + ICT mapping support and validation	Validation workshop minutes; closure SOP executed; sign-off captured	W5–W12
TA-D4	Jurisdiction Wave 2 Completion Pack	Two provinces (Punjab, Sindh)	Same acceptance criteria as TA-D3	W13–W22

Code	Deliverable	Minimum Scope	Evidence / Acceptance Criteria	Timing
TA-D5	Jurisdiction Wave 3 Completion Pack	Two provinces (KPK, Balochistan)	Same acceptance criteria as TA-D3	W23–W32
TA-D6	ISIC Rev.4 Activity Selection Note	Five sectors and one hundred activities (ten per sector) with ISIC codes and rationale	Approved selection note with ISIC codes and justification for all 100 activities	W6–W10
TA-D7	As-Is Workflow Library (100 activities)	As-Is workflow packs for one hundred activities covering steps, actors, documents, fees, time, and decision points	Each pack BOI/AKTU validation-stamped	W10–W72
TA-D8	IT Readiness Register	Structured readiness assessments for one hundred activities and linked RLCOs	Register complete with prioritised PBP/automation shortlist supported by evidence	W18–W98
TA-D9	To-Be Workflow and Streamlining Packs	To-Be workflows and implementable recommendations for one hundred activities	Traceability from As-Is issue to To-Be reform to legal change confirmed	W18–W98
TA-D10	Five Sector End-to-End Packages	Five complete sector packages: RLCO set + As-Is + IT readiness + To-Be + legal notes	Each package complete and BOI/AKTU accepted	W28–W38
TA-D11	Stakeholder Sessions and Seminars Log	All jurisdictions covered with agendas, attendance records, minutes, and action trackers	Issues closed and recorded; BOI/AKTU confirmed	W5–W38
TA-D12	TA Closeout and Handover	Final TA report; full handover of toolkits, workflow library, readiness register, and reform outputs	BOI/AKTU acceptance of all outputs confirmed in writing	W36–W40

Note: The TA deliverables listed in Table 1.2.11-A represent the contractual minimum. The Supplier is expected to propose an enhanced and more detailed TA Workplan as part of its Preliminary Project Plan, including additional sessions, deliverables, and quality assurance mechanisms that further the objectives of the Asaan Karobar Act, 2025 and the PRMI Strategy. Training services and training materials are specified separately in sub-section 2.4.

1.3 Architectural Requirements to be met by the Information System

The PRR Information System **MUST** be built as a multi-layered, modular, and service-oriented platform — not a single monolithic application. The architecture **MUST** support the full breadth of the PRR's mandate: registry operations, legal metadata governance, workflow orchestration, public access and consultation, BPR and reform analytics, RIS gatekeeping, AI-assisted diagnostics, and management dashboards — across six jurisdictions simultaneously. The architecture described in this sub-section is the reference architecture. Proposers may propose an alternative architecture provided they demonstrate that it meets or exceeds all requirements set out in this sub-section and throughout Section VII.

Security and Ownership Controls: The System **MUST** enforce strong RBAC and agency scoping for all draft and internal records. All mapping actions **MUST** be captured in immutable audit logs. Government ownership and control of all data, configurations, and artifacts **MUST** be maintained at all times, with no vendor lock-in.

Proposed overall architecture requirements have been illustrated at Figure-16

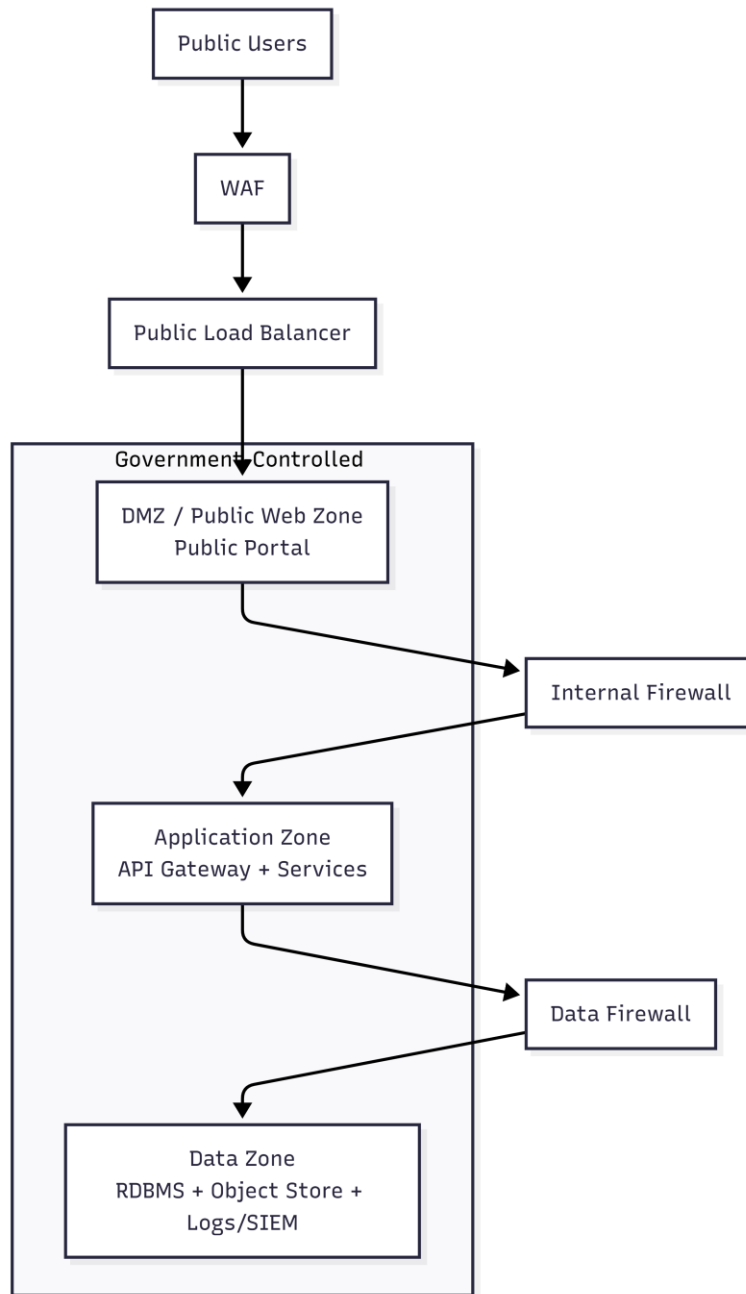


Figure 16: Deployment Architecture

1.3.1 Software Architecture and System Design

1.3.1.1 Platform-of-Portals Ecosystem: The System **MUST** be designed as a platform-of-portals ecosystem in which the Registry is the single source of truth for all regulatory obligations and compliance steps. The platform **MUST** comprise at minimum five logically

distinct portal experiences operating on a shared backend — the Internal PRR Registry Portal for DFPs and regulators to create, submit, and maintain RLCO records; the AKTU/BOI Review Console for completeness checks, validation queues, closure certification, and escalation management; the Public Registry Portal for search, browse, and consultation by businesses and citizens; the RIS/AKTU Gatekeeping Portal for new regulation submission and regulatory impact review; and the BPR/Reform Workspace for As-Is and To-Be workflow authoring, bottleneck analysis, and reform pack preparation. All portals **MUST** share common backend services, identity management, databases, and audit logs to ensure full data consistency and a single audit record across the System.

1.3.1.2 Modular Microservices Architecture: The System **MUST** adopt a loosely coupled microservices design with clearly defined domain boundaries. The minimum required service decomposition **MUST** include: Registry Service (RLCO master records, metadata, and versions); Workflow Service (lifecycle routing, approvals, SLA timers, and escalations); Identity and Access Management Service (users, roles, MFA, and SSO); Document Service (attachments, artifacts, and downloads); Search Service (indexing, retrieval, and filters); Consultation Service (public comments, moderation, and summaries); Notification Service (email, SMS, and in-app alerts); RIS Service (regulatory proposal submission and review); BPMN Service (process models and workflow artifacts); Cost Assessment Service (SCM/RIA-lite calculations); IT Readiness Service (readiness scoring and dependency matrix); Reporting Service (dashboards, packs, and exports); AI Orchestrator (AI jobs, governance logs, and model coordination); Audit Log Service (immutable critical-event logging); API Gateway (access routing, throttling, and security enforcement); and Integration Service (external system connectors and ETL).

Table 1.3.1-A: Minimum Required Microservice Decomposition

Service	Function
Registry Service	RLCO master records, metadata management, and version control
Workflow Service	Lifecycle routing, state transitions, SLA timers, and escalation
Identity & Access (IAM)	User management, RBAC, MFA enforcement, and SSO integration
Document Service	Attachments, artifact storage, downloads, and integrity hashing
Search Service	Full-text indexing, faceted filters, semantic and vector search
Consultation Service	Public comment intake, pre-moderation, disposition, and summaries
Notification Service	Email, SMS, and in-app alerts with template management
RIS Service	Regulatory proposal submission and AKTU gatekeeping workflow
BPMN Service	Process model storage, versioning, BPMN 2.0 import/export

Cost Assessment Service	SCM/RIA-lite calculations, assumptions library, multi-currency reporting
IT Readiness Service	Readiness scoring, dependency matrix, prioritisation outputs
Reporting Service	Dashboards, decision packs, and exportable reports
AI Orchestrator	AI job queue, governance logs, model coordination, artifact storage
Audit Log Service	Immutable, tamper-evident logging of all critical events
API Gateway	Centralised authentication, throttling, rate limiting, and observability
Integration Service	External system connectors, ETL pipelines, and webhook triggers

1.3.1.3 RLCO Lifecycle State Machine: The System MUST implement a mandatory lifecycle field for every RLCO record governed by a configurable state machine. The lifecycle MUST cover four state groups with the following minimum states — Creation states: Draft, Under Review, Submitted; Validation states: Verification, Consultation, Approval; Operational states: Active, Amended, Suspended; and Closure states: Proposed for Simplification, Proposed for Elimination, Legally Amended, Repealed, and Archived. Every state transition MUST be logged with the actor, timestamp, reason code, and any attached artifacts. No RLCO MUST transition to a Closure state without a validated Gazette publication reference where legally required. This state machine is the mechanism through which the PRR functions as a regulatory reform instrument rather than a static regulatory catalogue.

1.3.1.4 Regulator Onboarding Module, Governance Console, and UX: The System MUST include a regulator onboarding module, a registry governance console for schema and version management and policy controls, role-based department-level dashboards, and a responsive user interface designed around the business compliance journey (economic activity → checklist → steps → documents → fees → timelines → contact point → legal basis). The interface MUST provide full multilingual support for Urdu and English including right-to-left rendering, Jameel Noori Nastaleeq or equivalent web-safe Urdu font, Unicode NFC normalisation, a Urdu language analyser in the search index, and locale-aware dates, numbers, and currency. WCAG 2.1 Level AA MUST be met across all public-facing and government-facing interfaces.

1.3.1.5 Prototype and Stakeholder Validation: The Supplier MUST deliver interactive wireframes and prototypes early in the project covering the Public Registry search and RLCO detail view, As-Is compliance journey pages, ministry submission forms and bulk upload flows, AKTU review screens including QC checks, schema error handling, and duplication detection, public consultation pages, and admin and governance dashboards. Prototypes MUST demonstrate end-to-end flows for new RLCO submission, amendment, public consultation, publication, and activity-wise compliance view, and MUST be validated with BOI/AKTU and selected stakeholders before development proceeds.

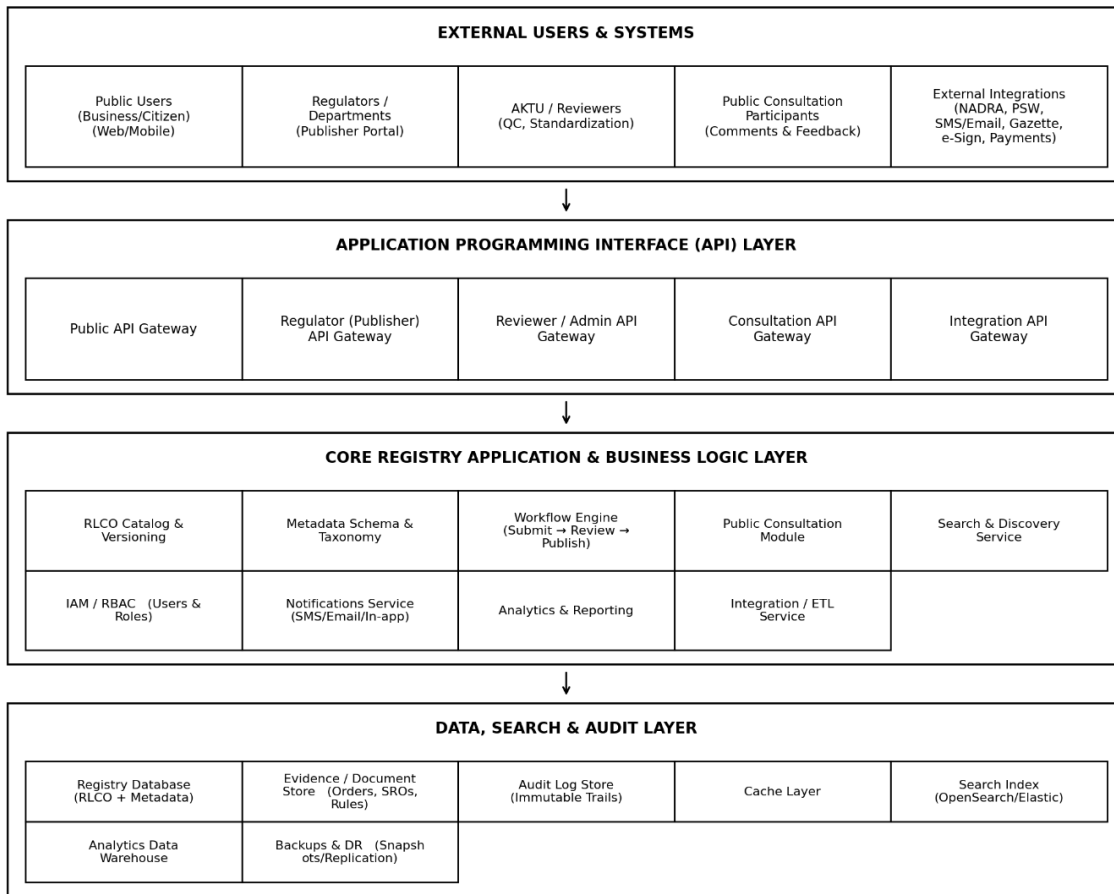


Figure A: High-Level System Architecture — Platform-of-Portals (reference architecture; Proposer may suggest alternate)

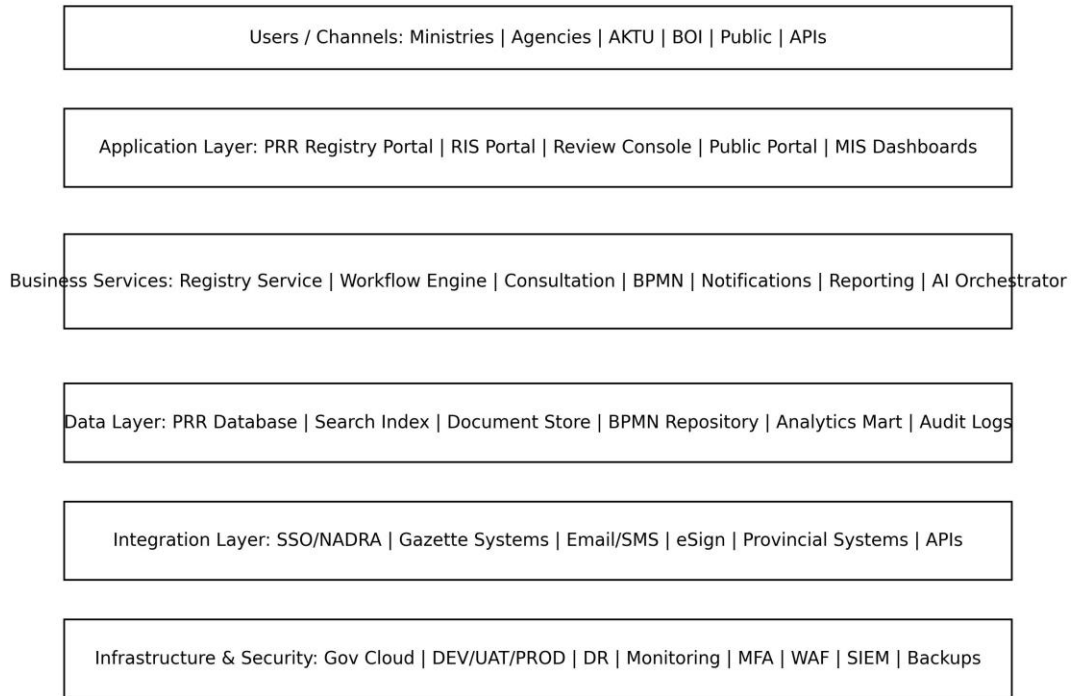


Figure B: PRR Reference Architecture — Platform Ecosystem Overview (1 of 2)



Figure C: PRR Reference Architecture — Portal Layer Detail (2 of 2)

1.3.2 Technology Architecture Requirements

1.3.2.1 Registry-First Platform Principle: The System **MUST** be built on a registry-first platform architecture with metadata-driven forms, configurable workflows, schema governance, full versioning, and comprehensive auditability. If a third-party framework is used as the underlying platform, it **MUST** be extensible without vendor lock-in and **MUST** be capable of the strict compliance controls required for legal traceability, immutable audit, and governance-grade logging.

1.3.2.2 API-First Design and Canonical Data Models: All system functionality **MUST** be exposed via secure, documented APIs including internal service-to-service functions. A centralised API Gateway **MUST** enforce authentication, throttling, rate limiting, request schema validation, API versioning, and full observability. The System **MUST** define canonical data models for all RLCO entities covering regulatory obligation, permit and licence, fee, inspection, timeline, issuing authority, legal instrument, appeal mechanism, and validity period. Data governance **MUST** manage model evolution with backward compatibility to ensure interoperability across federal and provincial systems. All APIs

MUST be documented in OpenAPI format and a sandbox testing environment MUST be provided.

1.3.2.3 Cloud-Native and Containerised Deployment: The System MUST be deployed using containerisation (Docker or equivalent) and container orchestration (Kubernetes, OpenShift, or equivalent) to support portability across GoP private cloud and GoP-approved public cloud environments with full data residency compliance. The System MUST NOT create any dependency on a vendor-operated cloud not approved by the GoP. Capacity planning, auto-scaling, elasticity, and cost governance mechanisms MUST be included.

1.3.2.4 Development Toolchain and CI/CD: The System MUST be developed using modern engineering toolchains including Git-based version control, CI/CD pipelines, automated testing, linting, peer code reviews, and strict separation of development, UAT, and production environments. The pipeline MUST include automated schema validation and regression checks so that changes do not break published RLCOs or existing activity mappings. Infrastructure-as-code practices MUST be applied to all environment configurations.

1.3.2.5 Offline Resilience and Queueing: The System MUST support resilient operation under intermittent connectivity conditions, particularly for provincial and field users. Draft RLCO entries, saved checklists, and consultation drafts MUST be locally cached where applicable and queued for secure submission upon reconnection. Minimum offline draft retention MUST be configurable by BOI/AKTU, with a default of up to thirty (30) days for government users and public consultation drafts.

1.3.2.6 Open Standards and Exit Strategy: The System MUST be built entirely on open standards with full GoP operational independence. This requires: source code escrow and handover as specified in the Contract; infrastructure-as-code with documented deployment scripts; all APIs documented in OpenAPI format; containerised deployment with portable data models; and full data export capability covering complete RLCO datasets, metadata schemas, audit logs, and documents in machine-readable formats. The Government of Pakistan MUST be able to operate, maintain, and recompile the System independently of the Supplier at any point following operational acceptance.

Table 1.3.2-A: Core Architectural Non-Functional Requirements

Requirement	PRR-Specific Architectural Obligation
Data Sovereignty	All PRR data — RLCO records, metadata, evidence documents, consultation submissions, audit logs, cryptographic keys, backups, and system logs — MUST be hosted exclusively in Tier-3 or higher data centres physically located within Pakistan, in compliance with GoP data residency requirements.
Encryption	TLS 1.2+ / 1.3 MUST be enforced for all traffic in transit. Encryption at rest MUST be applied to databases, object storage, search indices, backups,

	and logs. Sensitive government workflows MUST enforce SSO/MFA, secure session management, and tamper-evident audit trails.
Offline Resilience and Queueing	The System MUST support draft RLCO caching and queued submission for field and provincial users under intermittent connectivity conditions. Offline draft retention SHALL be configurable with a default minimum of thirty (30) days.
Scalability	The System MUST be designed for national-scale public read traffic and concurrent governance workflows. Design targets MUST include high-volume search and browse traffic, consultation surges, batch RLCO uploads, and multi-jurisdiction concurrent onboarding, with horizontal scaling for public portal and search services.
Platform Capability (Registry-first)	The System MUST provide a unified national regulatory registry with RLCO lifecycle management, activity-wise compliance views, advanced search, subscription and alert capabilities, and integration-ready APIs. Deep links to departmental portals may be supported but a mini-app framework or digital wallet is not required as a core feature.
Open Standards and Exit Strategy	Source code escrow, infrastructure-as-code, OpenAPI-documented interfaces, containerised deployment, and portable data models are MANDATORY. GoP MUST retain the ability to operate, maintain, and recompile the System independently at all times following Operational Acceptance.

1.3.3 Data Architecture

1.3.3.1 Primary Datastores: The System MUST implement seven distinct, purpose-specific datastores: (i) a Primary Registry Database — a relational transactional store for all RLCO records and metadata, workflow states, consultation submissions, user roles, and publication states, with high availability, replication, encryption at rest, and point-in-time recovery (PITR); (ii) a Document and Artifact Store — encrypted object storage for Acts, Rules, SROs, Notifications, attachments, exported reform packs, consultation reports, and AI diagnostic artifacts, with integrity hashing and lifecycle policies; (iii) a Search Index — a full-text and faceted search index optimised for fast public and internal RLCO discovery; (iv) an Analytics Warehouse or Mart — a separate reporting store for management dashboards and KPI reporting, isolated from the transactional database; (v) a BPMN Repository — for workflow diagram storage and versioning; (vi) a Vector Database — for AI-assisted semantic similarity, conflict detection, and regulatory knowledge graph queries; and (vii) an Immutable Audit Store — a tamper-evident log store for all critical system events. No dashboard or reporting workload MUST directly query the primary transactional database.

1.3.3.2 Master Data and Controlled Vocabularies: The System MUST maintain governed master data domains with controlled vocabularies for all key classification fields, including

ministries, departments, and agencies; jurisdictions (Federal, ICT, and all provinces); sectors and subsectors; economic activities aligned to ISIC Rev.4; legal instrument types; workflow states; risk levels; consultation types; and regulatory reform categories. These controlled vocabularies MUST prevent taxonomy fragmentation across provinces and departments, and MUST be centrally managed by BOI/AKTU administrators through a Taxonomy and Data Dictionary Manager without vendor involvement.

1.3.3.3 Single Source of Truth (SSOT) and Legal Lineage: The PRR MUST function as the authoritative national repository of all RLCOs. The architecture MUST enforce that no parallel shadow systems exist for published RLCOs, that all RLCO content is version-controlled with master records, and that a clear, traceable legal lineage is maintained for every RLCO in the form: Act → Rules/Subordinate Legislation → SRO/Notification → RLCO entry. No RLCO MUST be published without a validated legal instrument reference completing this chain.

1.3.3.4 Schema-Governed Canonical Data Model: All regulatory content MUST be structured using a standardised canonical data model. Mandatory metadata fields MUST include jurisdiction, issuing authority, legal instrument type, legal basis reference, economic activity mapping (ISIC Rev.4), validity dates, fee structure, inspection authority, and appeal mechanism. Schema validation MUST be enforced before publication. Controlled taxonomy evolution MUST maintain backward compatibility across schema versions, and every field in the RLCO data model MUST carry a four-tier data classification tag: (1) Public — published on the portal; (2) Government Restricted — accessible to agencies only; (3) Internal — accessible to BOI/AKTU only; and (4) Confidential — encrypted at rest and HSM-protected.

1.3.3.5 Version Control and Time-Aware Design: The System MUST support effective date tracking for all RLCO records, historical snapshot retrieval, future-dated regulatory changes, and automatic deactivation upon expiry. Regulatory time-state MUST be machine-readable and queryable via API, enabling comparison between current, historical, and future versions of any RLCO. The System MUST support public-facing version comparison views.

1.3.3.6 Data Governance Framework: All regulatory data stored in the PRR MUST remain the legal property of the Government of Pakistan and the respective issuing jurisdiction. Each participating institution MUST be assigned a Departmental Focal Person (DFP) as the data steward responsible for accuracy, timeliness, and verification of supporting legal documents. Each participating authority MUST review and certify the accuracy of its regulatory records at least annually or upon any regulatory amendment, with the certification captured as a formal record in the System.

1.3.4 Security Architecture

1.3.4.1 Security Zoning and Zero-Trust Segmentation: The System MUST implement four distinct network security zones — a Public Zone serving the Public Registry Portal and public APIs; an Application Zone hosting registry, workflow, and RIS services; a Protected Data Zone containing all databases, audit log stores, artifact stores, and secrets vaults; and

an Integration Zone managing connections to external government systems. Each zone MUST be separated by strict policy controls, private subnets, and least-privilege routing. A Zero-Trust segmentation model MUST be implemented ensuring that no service communicates across zone boundaries without explicit authorisation.

- 1.3.4.2 Infrastructure Security Controls:** The System MUST implement the following security controls as a mandatory baseline: Global load balancing with continuous health checks and automated failover; a Web Application Firewall (WAF) protecting all public and government portal endpoints against OWASP Top 10, malicious payloads, and injection attacks; DDoS protection for public search and browse traffic; SSO with MFA mandatory for all government portal users including publishers, reviewers, and administrators; RBAC with least-privilege enforcement; TLS 1.2+ / 1.3 for all traffic; secrets vault for key and credential management; environment segregation across DEV, UAT, and PROD; SIEM-based security monitoring with privileged session logging; encrypted backup vaults; and a documented and rehearsed DR plan.
- 1.3.4.3 Pakistan Security Standards (PSS) Compliance:** The Information System and all its components MUST comply with Pakistan Security Standards (PSS) as issued and periodically updated by the Ministry of IT and Telecom, the National Telecommunication Corporation (NTC), and IGNITE. PSS compliance MUST be a mandatory pre-condition for the issuance of the Operational Acceptance Certificate. The Supplier MUST provide a PSS Compliance Matrix as a mandatory deliverable, mapping each applicable PSS control to the specific implemented security feature or control in the System.
- 1.3.4.4 Key Management and Cryptographic Governance:** The System MUST implement a Hardware Security Module (HSM)-based Key Management System (KMS) hosted within Pakistan. Private encryption keys MUST NOT be accessible to application-layer processes beyond defined and audited roles. Role-based separation of duties MUST be enforced for key access. Key rotation, revocation, and lifecycle management MUST be automated and fully auditable with immutable records of all key operations.
- 1.3.4.5 Post-Quantum Cryptography (PQC) Readiness:** The encryption architecture MUST be designed to be cryptographically agile, enabling future migration to post-quantum safe algorithms (such as NIST-approved PQC standards including ML-KEM and ML-DSA) without requiring architectural redesign. All key exchange mechanisms MUST be modular and upgradeable. The Supplier MUST demonstrate PQC readiness with upgrade capability by 2027 or earlier in line with the national cybersecurity policy. As a mandatory handover deliverable, the Supplier MUST provide: (a) a current cipher suite inventory, (b) a PQC migration readiness assessment, and (c) a PQC Migration Roadmap document.
- 1.3.4.6 Observability and Security Monitoring:** The System MUST implement centralised logging aggregating logs from all gateways, microservices, workflow engine, search cluster, and IAM service, with tamper-evident controls and retention in the Immutable Audit Store. System and application metrics MUST be collected in real time. Distributed tracing MUST be implemented end-to-end across the gateway, service mesh, microservices, and data stores. Security monitoring MUST feed key events — including authentication anomalies, privilege changes, WAF blocks, and rate-limit breaches — into a SIEM or equivalent security operations capability. Real-time alerts MUST be configured

for outages, elevated error rates, failed ingestion jobs, suspicious access patterns, and degradation in public search performance.

1.3.5 Deployment Architecture and Environment Strategy

- 1.3.5.1 Hosting and Environment Model:** The System MUST be hosted in Pakistan-based Tier-3 or higher government-compliant infrastructure with full DR readiness. The System MUST operate across four defined environments: Development — for feature development, unit testing, schema evolution, and automated validation; Staging/UAT — for integration testing across all portals, performance testing for search and bulk upload, and user acceptance with selected departments and provinces; Production — the live national environment with high availability and isolation of public read traffic from government write operations; and Disaster Recovery — a maintained, tested, and activated-on-demand DR environment with defined RTO and RPO targets as specified below.
- 1.3.5.2 High Availability and Geo-Redundancy:** The System MUST achieve a minimum availability of 99.9% with a target of 99.95% or above. Deployment MUST be multi-zone within Pakistan across at least two independent availability zones, with multi-city redundancy across at minimum three cities preferred for critical services. Automated failover, continuous health monitoring, and DR mechanisms MUST be operational at all times. The System MUST perform annual DR drills with results submitted to the GoP oversight body within thirty (30) days of each drill.
- 1.3.5.3 Recovery Time and Recovery Point Objectives:** The System MUST achieve contractually binding Recovery Time Objective (RTO) of four (4) hours or less and Recovery Point Objective (RPO) of one (1) hour or less, to be demonstrated in the annual DR drill. Automated backups with point-in-time recovery MUST be configured for the primary registry database. Scheduled snapshots MUST be maintained for search indices and analytics warehouses. All backup vaults MUST be encrypted and stored in a separate geographic zone.

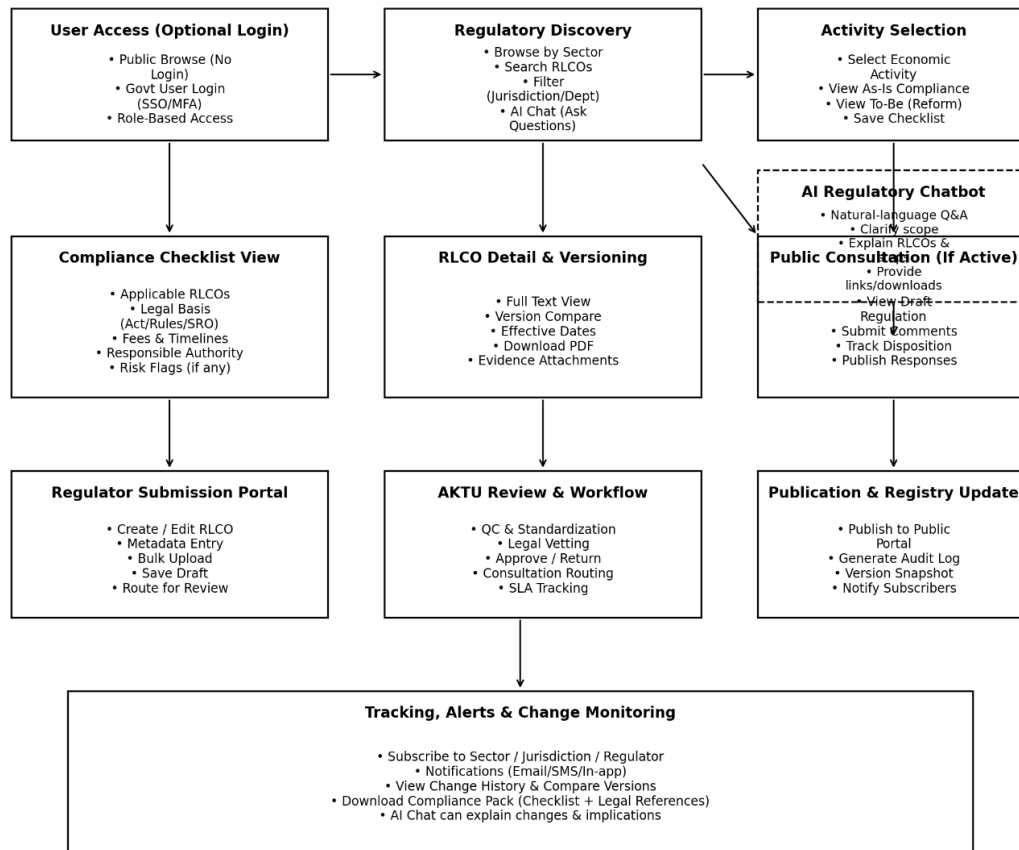


Figure D: PRR Deployment Architecture Overview

1.3.5.4 Deployment Patterns: The System MUST support Blue-Green deployments for critical registry services — including the workflow engine, RLCO catalogue, and search APIs — to ensure zero downtime and safe rollback. Canary releases MUST be used for changes affecting public experience such as search ranking, UI updates, and consultation flows. Feature flags MUST enable jurisdiction-wise toggling of new modules without requiring redeployments.

1.3.5.5 Delivery Methodology: The Supplier MUST adopt an Agile or iterative delivery methodology (Scrum or equivalent) to support incremental delivery of PRR modules and continuous stakeholder engagement. A Minimum Viable Product (MVP) — defined as the minimum system capability required to enable early RLCO data entry by DFPs and early review by BOI/AKTU — MUST be delivered within ten (10) weeks of Contract Effective Date. The Supplier MUST submit, as part of its Technical Proposal, a Sprint Plan covering the full project timeline and clearly marking MVP scope, Phase 1, and Phase 2 deliverables. The Purchaser reserves the right to conduct user acceptance testing of each sprint deliverable and to provide structured feedback that the Supplier MUST incorporate into the Product Backlog.

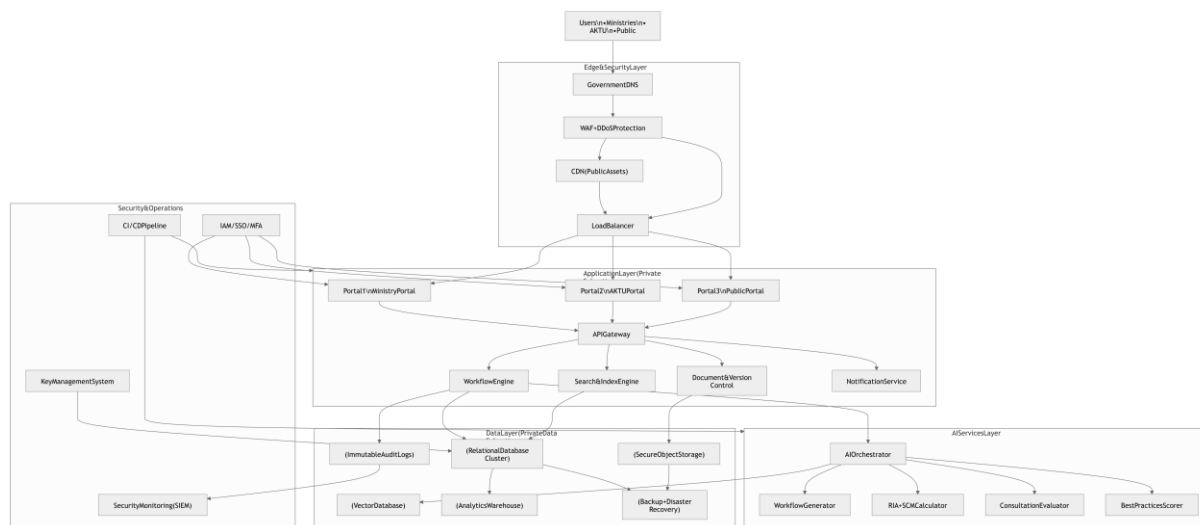


Figure E: Cloud Deployment and Environment Configuration

1.3.6 Integration Architecture

1.3.6.1 National Interoperability Node: The PRR MUST be architected as a national interoperability node — not an isolated registry. All services MUST be exposed through a centralised API Gateway with OpenAPI-compliant documentation, canonical data exchange formats, versioned and backward-compatible APIs, and a dedicated sandbox testing environment for integration partners.

1.3.6.2 Priority Integrations: The System MUST be designed and delivered to support integration with the following priority government systems: NADRA and government SSO platforms for identity verification and authentication; Government email and SMS gateways for notification delivery; Pakistan Gazette and official publication systems for Gazette reference capture and linkage; e-Sign service for digital signatures under ETO 2002; BOI/National One Window for regulatory business facilitation; and Provincial government systems and e-governance platforms where available. An open, read-only API layer for published RLCO data MUST be provided for future integration with additional government portals, including the Pakistan Business Portal (PBP).

1.3.6.3 Integration Modes: The System MUST support the following integration modes: secure REST APIs for real-time synchronous queries; scheduled ETL pipelines for batch data exchange; CSV and Excel import staging with validation for legacy inventory onboarding; and webhook and event triggers for asynchronous notifications where supported by the receiving system.

Table 1.3.6-A: Minimum User Role Architecture

Role	Primary System Access

Super Administrator	Full platform configuration, schema management, and system governance
Jurisdiction Administrator	Agency and user administration within an assigned jurisdiction
Department Focal Person	Create, edit, and submit RLCO records for the assigned agency
BOI/AKTU Reviewer	Validate and return records; manage workflow queues; run QA checks
AKTU Technical Reviewer	RIS gatekeeping, regulatory reform review, and reform pack management
BOI Oversight User	National monitoring dashboards, escalation management, and reporting
Public User	Search, browse, and comment on published RLCO items
Auditor	Read-only access to audit logs, evidence records, and compliance reports
AI Reviewer	Review, approve, reject, and archive AI-generated artifacts

Note: *The architectural requirements in this sub-section define the mandatory design obligations for the System. The Proposer's Preliminary Project Plan MUST include an Architecture Compliance Matrix demonstrating how the proposed solution meets each clause in sub-sections 1.3.1 through 1.3.6. Where the Proposer proposes an alternative architectural approach to any clause, the alternative MUST be explicitly documented, justified, and shown to meet or exceed the stated requirement. System and application performance benchmarks referenced in this sub-section are elaborated further in sub-section 1.5 (Performance Requirements). Cybersecurity controls are elaborated in sub-section 1.6 (Cyber Security Requirements).*

1.4 Systems Administration and Management Functions Required to be met by the Information System

The Information System **MUST** provide comprehensive administration, monitoring, and management capabilities that allow BOI/AKTU administrators to govern the platform, manage users, configure system behaviour, maintain security, and monitor operational health — all without vendor involvement in routine administrative tasks. An Administration Portal **MUST** be provided as a dedicated, secured interface for these functions, accessible only to authorised administrators with mandatory multi-factor authentication enforced at all times.

- 1.4.1 Installation, Configuration, and Change Management:** The System **MUST** provide BOI/AKTU administrators with a comprehensive configuration interface enabling — without code changes or vendor involvement — management of system-wide settings including SMTP and SMS gateway configuration, storage, search, and cache parameters; feature toggles for jurisdiction-wise module rollout and beta features; maintenance mode activation; branding controls; and taxonomy and controlled vocabulary management. All configuration changes **MUST** be logged with the administrator identity, timestamp, and a description of the change. Platform release and deployment management **MUST** support rollback capability with full deployment logs. A formal change management procedure **MUST** be enforced for all production configuration changes, with a change log accessible to the Purchaser at all times.
- 1.4.2 Operational Monitoring, Diagnostics, and Troubleshooting:** The System **MUST** provide centralised dashboards for real-time monitoring of platform health, including system health status, API response latency, queue depth, search performance, bulk ingestion throughput, and publication activity. Alert rules and escalation policies **MUST** be configurable by BOI/AKTU administrators. An incident management workflow **MUST** be supported within the Administration Portal covering alert detection, assignment, resolution, and post-incident review. Application logs, integration logs, and search and filter logs **MUST** be accessible through the Administration Portal with search, filter, retention management, and export functions. Distributed tracing **MUST** be available to diagnose slow queries and workflow bottlenecks across the full service chain.
- 1.4.3 User Administration and Access Control:** The System **MUST** provide a complete user lifecycle management interface for the creation, modification, suspension, and deactivation of all user accounts across all roles. For public users, the administration interface **MUST** manage saved searches and subscriptions where user accounts exist. For departmental publisher users, the interface **MUST** manage roles, permissions, audit trails, and RBAC enforcement at the agency level. For administrative users, the interface **MUST** support super-administrator management, access logs, and separation of duties controls. MFA **MUST** be enforced for all government and administrative users, with no ability for administrators to bypass this requirement for privileged accounts. All user access, including read-only access by auditors and AI reviewers, **MUST** be logged and reportable.
- 1.4.4 User and Usage Monitoring and Audit Trails:** The System **MUST** maintain immutable, tamper-evident audit trails recording every action taken by every user across all portals,

capturing at minimum the user identity, role, action type, object affected, timestamp, and session identifier. The Administration Portal MUST provide an audit trail viewer with advanced search and filter capabilities and export to CSV, Excel, and PDF. Activity logs MUST be retained for a minimum of seven (7) years. The System MUST generate usage analytics across all portals covering search and discovery behaviour, RLCO page views and downloads, consultation participation rates, subscription growth, and workflow throughput, exportable for reporting and planning purposes.

- 1.4.5 System and Information Security Administration:** The Administration Portal MUST provide a dedicated security management interface displaying threat dashboards, WAF events, blocked IP addresses, anomaly detection alerts, and vulnerability reports with patch tracking and remediation status. SSL and TLS certificate lifecycle management MUST be centrally managed with automated expiry alerts. Security incident workflows MUST be supported with escalation rules, containment actions, notification templates, and post-incident documentation. Content moderation controls MUST be provided covering the moderation queue for public consultation comments, abuse reporting, automated spam filters, and remove-or-retain decisions with a full moderation audit trail.
- 1.4.6 Integration and Third-Party Service Management:** The Administration Portal MUST provide visibility of the health status of all active department and third-party system integrations, including SMS gateways, email delivery services, identity providers, and CDN services. Integration logs, errors, and retry events MUST be accessible and filterable. API key management for integration partners MUST be centrally controlled, with the ability to create, revoke, and rotate keys without code changes.
- 1.4.7 Back-up and Disaster Recovery Management:** The Administration Portal MUST provide visibility of backup schedules, last successful backup timestamps, backup verification status, and restore functions. Administrators MUST be able to initiate and monitor restore operations from the portal. The DR plan, runbooks, and recovery procedure documentation MUST be accessible within the Administration Portal. Point-in-time recovery (PITR) MUST be supported for the primary registry database, with the restore target selectable from within the administration interface.
- 1.4.8 Helpdesk and Support Management:** The Administration Portal MUST include a helpdesk and support ticketing function enabling ticket creation, assignment, prioritisation, and resolution tracking. A knowledge base management interface MUST be provided for FAQs and help content, editable by BOI/AKTU administrators without vendor involvement. Support performance analytics MUST be available covering ticket volumes, resolution times, and escalation rates.
- 1.4.9 Notification and Announcement Management:** The Administration Portal MUST enable BOI/AKTU to manage system-wide announcements, consultation alerts, and maintenance notifications. Notification templates with variable substitution MUST be configurable by administrators. Delivery logs showing recipient, channel, timestamp, and delivery status MUST be accessible and exportable. The notification system MUST support in-app, email, and SMS channels as a minimum.

1.5 Performance Requirements of the Information System

The Information System **MUST** achieve and sustain the performance levels specified in this sub-section under both normal operating conditions and peak traffic scenarios. Performance **MUST** remain stable across all jurisdictions and **MUST NOT** degrade during consultation surges, mapping campaigns, or bulk ingestion operations. The Supplier **MUST** conduct and document load testing and performance benchmarking prior to each Operational Acceptance Test, using test scenarios that reflect the concurrent user and transaction volumes specified below.

- 1.5.1 Public Portal Response Times:** The Public Registry Portal **MUST** achieve the following response time targets at the ninety-fifth percentile (P95) under normal operating conditions on standard broadband and 4G mobile networks: public search and browse response time of two (2) seconds or less; RLCO detail page retrieval of three (3) seconds or less; and consultation window loading of three (3) seconds or less. Page load performance **MUST** be achieved through CDN deployment for static assets, server-side caching of frequently accessed RLCO records, search index optimisation, lazy loading, and code splitting. Search results **MUST** handle datasets of tens of thousands of RLCO records with acceptable response times within the targets above.
- 1.5.2 Government Portal and Workflow Response Times:** Government portal interfaces **MUST** achieve the following P95 response times: workflow state transitions of five (5) seconds or less; RLCO record creation and save operations of three (3) seconds or less; and bulk import staging and validation feedback within thirty (30) seconds for files of up to one thousand (1,000) RLCO records. Workflow state transition latency **MUST** remain within the five-second target even during peak mapping campaign periods with two thousand (2,000) or more simultaneous authenticated sessions.
- 1.5.3 Concurrent User Capacity:** The System **MUST** sustain two thousand (2,000) simultaneous authenticated DFP and AKTU sessions during national mapping campaigns without exceeding the response time targets specified in 1.5.1 and 1.5.2. The public portal **MUST** be designed for national-scale read traffic with capacity planning supporting a minimum of five thousand (5,000) simultaneous unauthenticated users during normal operations, scaling automatically to twenty-five thousand (25,000) simultaneous users during peak consultation events and national regulatory publication campaigns. Horizontal auto-scaling for the public portal and search service tier **MUST** activate automatically under load without manual intervention. Bulk RLCO ingestion, consultation surges, and multi-jurisdiction onboarding waves **MUST** not degrade government portal response times below the targets specified.
- 1.5.4 System Availability:** The Information System **MUST** achieve a minimum availability of 99.9% measured on a rolling monthly basis for all production services, with a target of 99.95% or above. Planned maintenance windows **MUST** be scheduled outside peak government working hours and **MUST** be communicated to the Purchaser at least five (5) business days in advance. Emergency maintenance **MAY** reduce this notice period to four (4) hours, with a full incident report submitted within twenty-four (24) hours.
- 1.5.5 Bulk Ingestion Performance:** The System **MUST** process bulk RLCO imports of up to one thousand (1,000) records from CSV or Excel files within a defined SLA threshold to

be agreed at project inception and documented in the Preliminary Project Plan. During national mapping campaigns, the System MUST support simultaneous bulk uploads from multiple agencies across multiple jurisdictions without queueing delays that exceed the agreed SLA threshold.

- 1.5.6 Performance Monitoring and Reporting:** The Supplier MUST implement Real User Monitoring (RUM) and Application Performance Monitoring (APM) with continuous measurement of the performance targets specified in this sub-section. Monthly performance reports covering availability, response times, error rates, and load distribution MUST be submitted to the Purchaser throughout the Contract period. Where any performance target is missed, the Supplier MUST provide a root cause analysis and remediation plan within five (5) business days including for the modules mentioned at figure below.

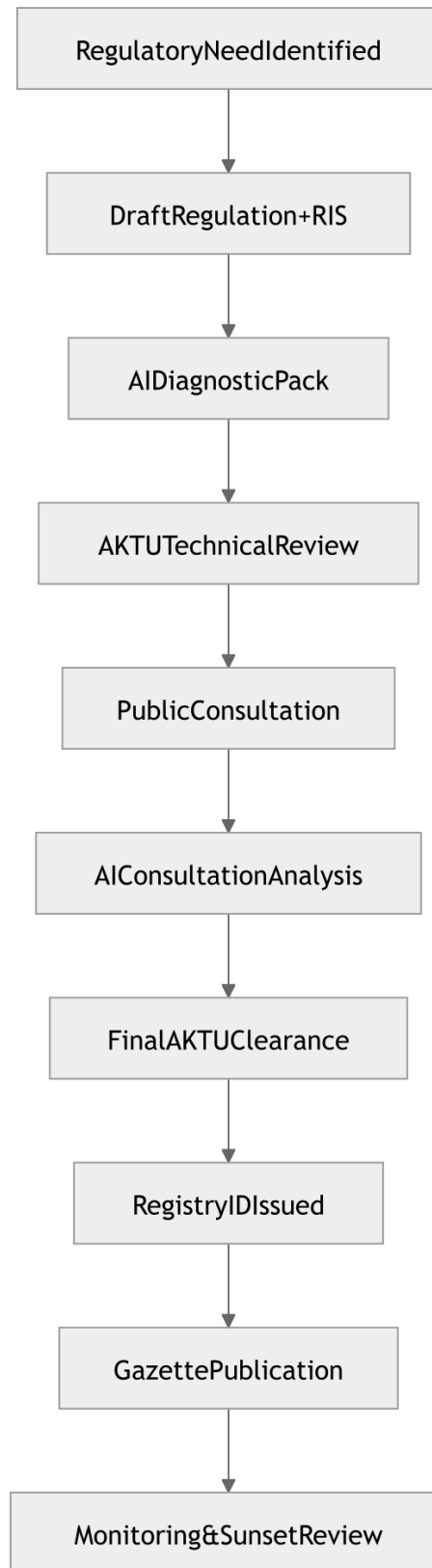


Figure I: Non-Functional Requirements Summary (NFR Reference)

Table 1.5-A: Summary of Mandatory Performance Targets

Performance Category	Target	Measurement Condition
Public search / browse response time	≤ 2 seconds (P95)	Standard broadband or 4G; normal operating conditions
RLCO detail page retrieval	≤ 3 seconds (P95)	Standard broadband or 4G; normal operating conditions
Workflow state transition latency	≤ 5 seconds (P95)	Including peak mapping campaign (2,000 concurrent authenticated government portal sessions). These are full end-to-end page-load targets, distinct from backend API latency benchmarks in Annex Tech-I.
RLCO record save / create operation	≤ 3 seconds (P95)	Government portal; normal operating conditions
Bulk import validation feedback (1,000 records)	≤ 30 seconds	Single upload; staging area validation
Concurrent authenticated DFP/AKTU sessions	2,000 simultaneous	National mapping campaign scenario
Concurrent simultaneous public portal users (normal operations)	$\geq 5,000$ simultaneous	Unauthenticated read traffic; auto-scaling baseline
Concurrent simultaneous public portal users (peak consultation)	$\geq 25,000$ simultaneous	Auto-scaling activated; consultation surge scenario
System availability (production)	$\geq 99.9\%$ monthly	Rolling 30-day measurement; target 99.95%
DR – Recovery Time Objective (RTO)	≤ 4 hours	Demonstrated in annual DR drill
DR – Recovery Point Objective (RPO)	≤ 1 hour	Demonstrated in annual DR drill

Note: Performance targets in Table 1.5-A are contractually binding minimum requirements. The Proposer is encouraged to commit to more stringent targets in its Technical Proposal. Targets will

be verified during Pre-commissioning Tests (Section E, sub-section 4.2) and confirmed during Operational Acceptance Tests (Section E, sub-section 4.3).

1.6 Cyber Security Requirements

The Information System **MUST** be designed, developed, and operated with security embedded at every layer of the architecture — from the public portal through the government portals, workflow services, data stores, and integration points. Security is a foundational requirement of the PRR, not an afterthought. The System carries Official Government Data as defined in sub-section 1.3.3.4, and **MUST** meet all applicable Pakistani laws, GoP security standards, and international benchmarks specified in this sub-section. Compliance with GoP cybersecurity standards is a mandatory pre-condition for the issuance of the Operational Acceptance Certificate.

- 1.6.1 Application Security — OWASP and Input Controls:** The System **MUST** comply with the OWASP Top 10 web application security standard across all portals and APIs. Specifically, the System **MUST** implement: HTTPS and TLS 1.2 or higher for all traffic in transit; Cross-Site Request Forgery (CSRF) protection on all state-changing operations; Cross-Site Scripting (XSS) prevention through output encoding and Content Security Policy headers; SQL injection prevention through parameterised queries and ORM-enforced input handling; strict server-side input validation for all form submissions and API inputs; security response headers including Strict-Transport-Security, X-Frame-Options, X-Content-Type-Options, and Referrer-Policy; and rate limiting and abuse prevention on all public-facing endpoints including consultation comment submission, search, and API access.
- 1.6.2 Authentication, Session Management, and Identity Controls:** The System **MUST** enforce secure authentication for all user types with the following minimum controls: SSO integration for government officials linked to government identity providers; mandatory MFA for all publishers, reviewers, administrators, and AI reviewers; OTP-based fallback authentication where SSO is unavailable; optional CNIC-based identity verification for consultation submissions; and secure session management with configurable session timeout, forced re-authentication after inactivity, session token rotation on privilege escalation, and invalidation of all sessions upon password change or account suspension.
- 1.6.3 Data Encryption and Key Management:** The System **MUST** enforce TLS 1.2 or higher for all data in transit across all portals, APIs, and service-to-service communications. All data at rest **MUST** be encrypted, including the primary relational database, document and artifact store, search indices, analytics warehouse, backups, and audit logs. Encryption keys **MUST** be managed through an HSM-based Key Management System hosted within Pakistan, as specified in sub-section 1.3.4.4. The System **MUST** implement role-based separation of duties for key access, automated key rotation and revocation, and immutable audit logs of all key operations.

- 1.6.4 DDoS Protection and Web Application Firewall:** The System MUST be protected by a Web Application Firewall (WAF) at all public and government portal entry points, configured to detect and block OWASP Top 10 attacks, malicious payloads, and injection attempts. Volumetric and application-layer DDoS protection MUST be implemented, particularly for public search, browse, and consultation endpoints which are subject to traffic surges. Bot mitigation controls including CAPTCHA for anonymous consultation submissions and rate limiting for API access MUST be active at all times.
- 1.6.5 Privileged Access Management and Least Privilege:** The System MUST implement RBAC with least-privilege enforcement across all system roles. Privileged administrative sessions MUST be logged in full, including all actions taken during the session. Administrative actions that have irreversible consequences — such as bulk deletion, account suspension, or taxonomy changes — MUST require dual confirmation or a second authorised administrator approval. No application-layer process MUST have access to encryption keys beyond its defined and audited role scope.
- 1.6.6 Vulnerability Management and Security Testing:** The System MUST undergo mandatory annual third-party Vulnerability Assessment and Penetration Testing (VAPT), including source code review, conducted by an independent security firm acceptable to the Purchaser. VAPT scope MUST cover all portals, APIs, infrastructure components, and integration points. Audit reports and remediation evidence MUST be submitted to the GoP oversight body within thirty (30) days of test completion. The Supplier MUST maintain a vulnerability register with severity classification, remediation timelines, and status tracking, accessible to the Purchaser at all times. Critical and High severity findings MUST be remediated within thirty (30) days of identification; Medium severity findings within ninety (90) days.
- 1.6.7 Security Incident Response:** The Supplier MUST maintain and operate a documented security incident response plan covering detection, triage, containment, eradication, recovery, and post-incident review. In the event of a security incident affecting PRR systems or data, the Supplier MUST: notify the Purchaser within four (4) hours of confirmed incident detection; provide an initial incident assessment within twelve (12) hours; contain the incident and prevent further data exposure as a priority; and submit a full post-incident report including root cause analysis, impact assessment, and remediation actions within five (5) business days of incident resolution. The full contractual obligations for incident notification and data breach response are set forth in the Special Conditions of Contract (Section IX).
- 1.6.8 Regulatory Compliance and Annual Security Audit:** The Information System MUST comply with ISO/IEC 27001-aligned information security management controls, PECA 2016 and its amendments, applicable PTA regulatory requirements, current and future Pakistan Data Protection legislation, and national data residency mandates. In addition to the annual VAPT, the Supplier MUST conduct an annual security audit covering access controls, audit log integrity, encryption key management, vulnerability remediation status, and security policy compliance, with findings submitted to the Purchaser. ISO 27001 certification of the Supplier's delivery organisation or the System itself is preferred and Proposers are encouraged to demonstrate such certification.

1.6.9 AI Module Security and Governance Controls: The AI Assist Module (Module 10) MUST operate under strict security controls specific to AI systems. All AI processing MUST occur exclusively within government-controlled hosting. AI models and processing pipelines MUST NOT transmit PRR data to external AI platforms, model APIs, or cloud-based AI services unless explicitly approved in writing by the Purchaser. All AI outputs MUST be logged with the input parameters, model version, configuration hash, and generation timestamp to ensure full reproducibility and audit. No AI module MUST operate as a final decision authority; all AI outputs remain advisory pending human approval. Prompt templates, scoring logic, and feature engineering logic developed under this Contract are the intellectual property of the Government of Pakistan, as specified in the Special Conditions of Contract.

1.6.10 Data Privacy Controls: The System MUST implement data privacy controls appropriate to the classes of data it processes. Published RLCO records are statutory government data and are subject to lawful retention requirements; the right of deletion does not apply to officially published regulatory records. User account data and public consultation submissions MUST be subject to transparent data collection notices, configurable retention policies, and pseudonymisation for analytics processing. Redaction tools MUST be available in the moderation console to remove personal or sensitive data from consultation comments prior to publication. The System MUST comply with applicable data protection legislation as specified in sub-section 1.1.1.3.

Table 1.6-A: Mandatory Cyber Security Requirements Summary

Requirement	Mandatory Obligation
OWASP Top 10 Compliance	All portals and APIs MUST comply with OWASP Top 10. CSRF, XSS, SQLi protections and security response headers are mandatory.
TLS Encryption in Transit	TLS 1.2+ / 1.3 enforced on all traffic. No unencrypted communication permitted on any channel.
Encryption at Rest	All databases, object storage, search indices, backups, and audit logs MUST be encrypted at rest.
MFA for Government Users	Mandatory for all publishers, reviewers, administrators, and AI reviewers. No exceptions permitted for privileged accounts.
WAF and DDoS Protection	WAF active on all public and government portals. DDoS mitigation required for public endpoints.
VAPT (Annual)	Third-party VAPT including source code review annually. Findings submitted to Purchaser within 30 days. Critical/High findings remediated within 30 days.
PSS Compliance	Full compliance with Pakistan Security Standards (PSS). PSS Compliance Matrix submitted as a mandatory deliverable.

ISO 27001 Alignment	ISO 27001-aligned controls mandatory. Certification preferred.
PECA 2016 Compliance	Full compliance with Prevention of Electronic Crimes Act 2016 and amendments.
PQC Readiness	Cryptographically agile architecture. PQC Migration Roadmap submitted as mandatory deliverable. Upgrade capability by 2027.
AI Data Isolation	All AI processing within government-controlled hosting. No transmission to external AI platforms without written Purchaser approval.
Incident Response SLA	Purchaser notification within 4 hours of confirmed incident. Full post-incident report within 5 business days of resolution.
Audit Log Retention	Immutable audit logs retained for minimum 7 years. Tamper-evident. Exportable on Purchaser request.

Note: *The cyber security requirements in this sub-section are elaborated from the architectural security controls specified in sub-section 1.3.4 and the legal compliance requirements in sub-section 1.1. Full contractual obligations governing data processing, AI governance, intellectual property, and confidentiality are set forth in the Special Conditions of Contract (Section IX). The Proposer MUST submit a Security Architecture Statement as part of its Technical Proposal demonstrating compliance with each clause in this sub-section, with cross-references to the relevant design documentation.*

C. Service Specifications – Supply and Install Items

2.1 System Analysis, Design and Customization/Development

The Supplier MUST perform all analysis, design, and development activities using a formal, structured Agile methodology as specified below. Analysis and design deliverables MUST be produced at the outset of the project and iteratively refined through each sprint cycle. No development work MUST commence on any module until the corresponding analysis and design deliverables have been reviewed and accepted by BOI/AKTU.

2.1.1 Agile Development Methodology and MVP Delivery: The Supplier MUST adopt an Agile, iterative development approach, using Scrum or an equivalent framework, to support incremental delivery of PRR modules and continuous stakeholder engagement. The system MUST be developed and delivered in phases, with a Minimum Viable Product (MVP) — defined as the minimum system capability required to enable early RLCO data entry by DFPs and early review and validation by BOI/AKTU — delivered within ten (10) weeks of Contract Effective Date. Each sprint MUST conclude with a demonstrable functional output, a stakeholder review session with AKTU and selected ministry and provincial focal points, formal feedback incorporation, and an updated and re-prioritised product backlog.

2.1.2 Phased Implementation Roadmap: The Supplier MUST prepare and submit a detailed PRR Implementation Roadmap at project inception covering the following phases — Phase 1 (Inception and Architecture Design): requirements validation, canonical data model finalisation, security architecture approval, infrastructure sizing and deployment plan, and governance framework sign-off; Phase 2 (Core Development): RLCO Builder and Metadata Module, Workflow Engine, Search and Public Portal, Authentication and RBAC, and initial Analytics Dashboard; Phase 3 (Integration and Consultation Module): Public Consultation workflow, Notification and Subscription Engine, API Integration Framework, and Sandbox and Staging environments; Phase 4 (Pilot Deployment): onboarding of selected high-impact ministries and departments, limited RLCO ingestion, a controlled public consultation cycle, and performance and security validation; Phase 5 (Full Rollout): nationwide department onboarding, public launch of the Registry Portal, and gradual onboarding of additional RLCO stock across all jurisdictions. Each phase MUST have defined quality gates: architecture sign-off, security review approval, successful workflow simulation, UAT completion, performance benchmark certification, and DR drill validation.

2.1.3 Analysis and Design Deliverables: The Supplier MUST perform the following analysis and design activities and produce the specified deliverables — Detailed Analysis: System Design Document, System Requirements Specification, Interface Requirements Specification, Software and System Test Descriptions, and Software and System Test Plan; Physical Design: Software Design Description, Interface Design Document, Database Design Document, and Canonical Data Model Document; and Integrated System

Documentation: User Manuals, Operations Manual, full Source Code with documented build process, and CASE or design tool outputs. All documents **MUST** be submitted to BOI/AKTU for review and acceptance prior to the commencement of development of the corresponding system component.

- 2.1.4 Beta Testing and Pilot Validation:** Prior to full production rollout, the Supplier **MUST** conduct a structured beta and pilot deployment including selected federal and provincial departments, AKTU reviewers, and focus groups from business associations and chambers of commerce for public usability validation. Pilot objectives **MUST** include validation of system stability, metadata schema effectiveness, workflow governance integrity, and gathering of structured feedback from regulators and public users. All identified issues and optimisation opportunities **MUST** be documented and resolved before full rollout as indicated in figures below.

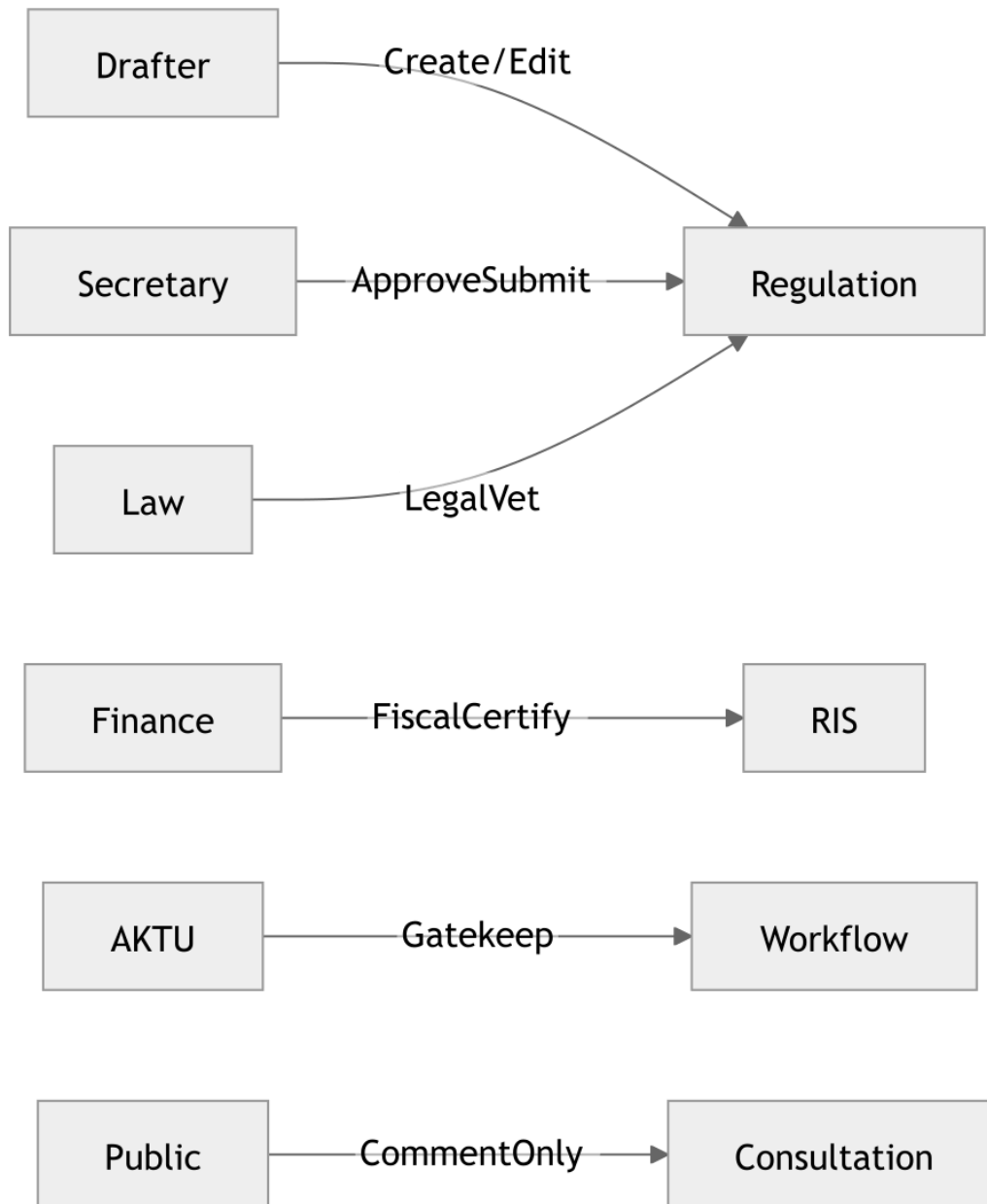


Figure F: PRR Implementation Roadmap — Phased Delivery Approach

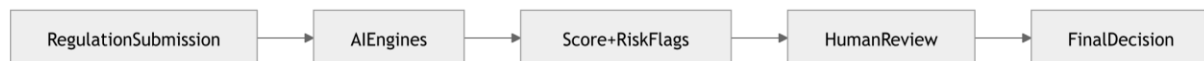
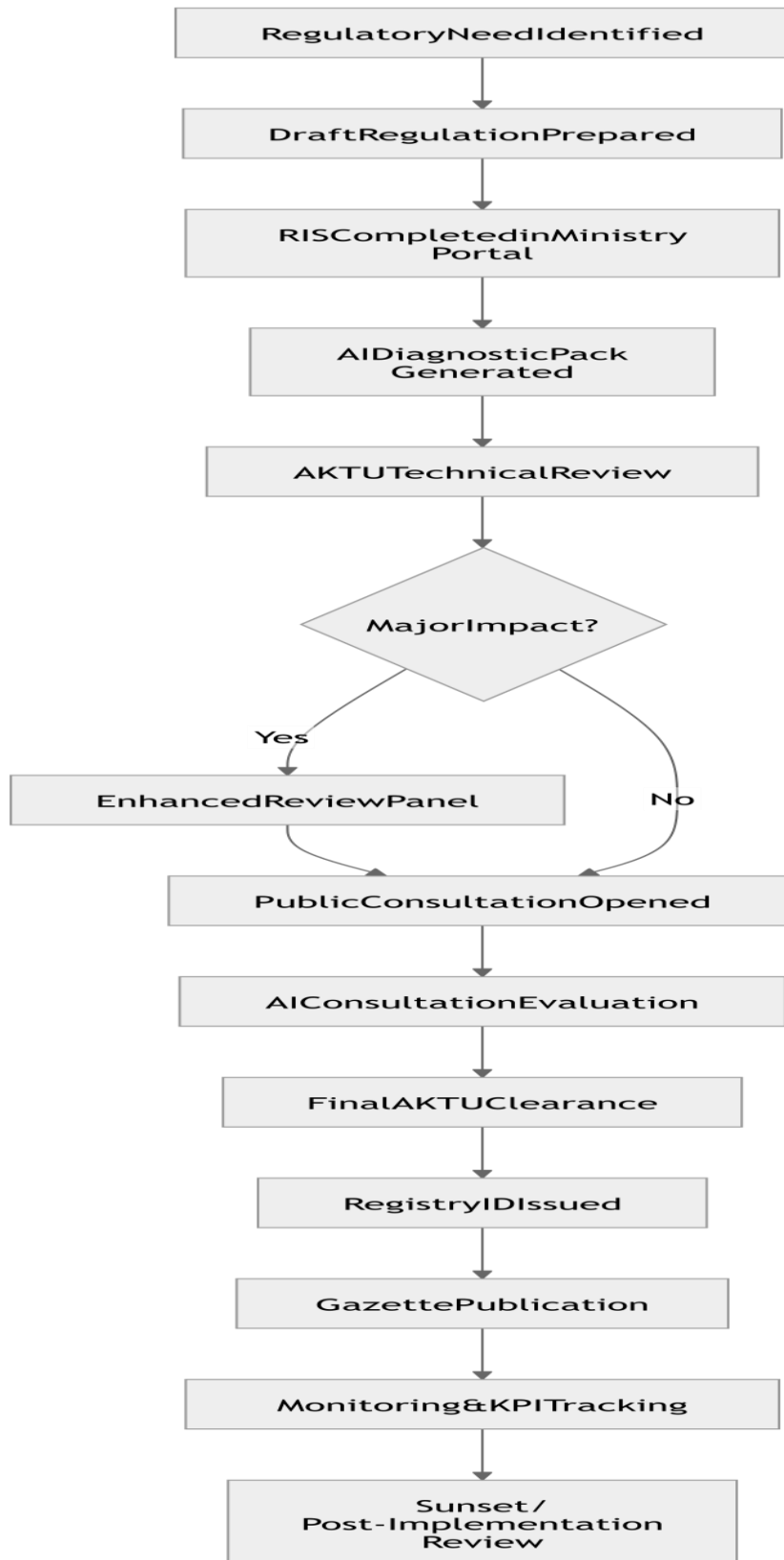


Figure G: Agile Sprint Delivery Timeline

*Figure H: Phase Deployment and Rollout Sequence*

- 2.1.5 Stakeholder Collaboration and Joint Design Workshops:** The Supplier MUST maintain structured and regular stakeholder engagement throughout the project lifecycle through weekly technical progress meetings with BOI/AKTU, monthly Steering Committee reviews, and joint design workshops covering taxonomy and metadata schema design, workflow mapping from Department through AKTU through Legal Vetting through Publication, RLCO inventory validation, and public consultation lifecycle design. The Supplier MUST review any prior regulatory assessment, DEEP diagnostic, or reform mapping outputs available from the Purchaser, prioritise onboarding of high-impact sectors based on these findings, and identify workflow simplification opportunities including streamlined digital review flows, SLA-based approval routing, and reduced manual review loops.
- 2.1.6 Change Management Framework:** A structured change management framework MUST govern all scope changes throughout the Contract. All change requests MUST be submitted through the Product Owner and documented in the Product Backlog. Minor enhancements that do not materially alter the system architecture MUST be absorbed within the Agile sprint backlog and implemented through iterative releases. Major changes affecting system architecture, scope, or integration requirements MUST be reviewed through a formal change approval process involving the Purchaser and the Supplier. The Supplier MUST accommodate change requests, refinements, and additional backlog items within a cumulative change budget ceiling to be agreed at contract award; any changes exceeding this ceiling MUST require formal Contract variation approval in accordance with the procurement rules and the Contract provisions.

2.2 Software Customization and Development

The Supplier MUST perform all software customisation and development using secure, modern engineering practices appropriate for a national-scale government platform. All custom software developed under this Contract is the exclusive property of the Government of Pakistan as specified in the Special Conditions of Contract.

- 2.2.1 Development Standards and Toolchain:** The Supplier MUST use a formal software development methodology based on Agile/Scrum principles with Git-based version control, CI/CD pipelines incorporating automated builds, code scanning, security testing, controlled deployments, and rollback capability. The development toolchain MUST include automated unit testing, integration testing, linting, peer code reviews, and environment separation across development, UAT, and production. Infrastructure-as-code MUST be applied to all environment configurations to enable reproducible deployments.
- 2.2.2 Cloud-Native and Containerised Build:** All software MUST be containerised using Docker or equivalent and deployed using Kubernetes or OpenShift-style orchestration. The Supplier MUST provide infrastructure sizing estimates, network and storage requirements, autoscaling thresholds, and capacity planning documentation covering consultation spikes, bulk RLCO uploads, and multi-jurisdiction onboarding waves. The system MUST be

deployable on GoP private cloud or GoP-approved public cloud with no dependency on vendor-operated environments.

2.2.3 Open Source Components and Intellectual Property: The Supplier MUST disclose all open source software components incorporated in the System, including the applicable licence for each component. No open source component MUST be used that imposes copyleft obligations incompatible with GoP's ownership and reuse rights, or that creates any restriction on the Government's ability to operate, modify, and redistribute the System. All custom code, configurations, AI prompt templates, scoring logic, and workflow definitions developed under this Contract are the sole property of the Government of Pakistan. Full source code handover with documented build and deployment procedures MUST be provided at Operational Acceptance. Where escrow is proposed as an alternative, the Supplier MUST clearly define escrow release conditions and demonstrate build reproducibility.

2.2.4 Performance Optimisation and Pre-production Testing: The Supplier MUST optimise the System for high-volume public search and browsing, bulk RLCO uploads, concurrent review workflows, and consultation submission surges, through load balancing, search index optimisation, Redis or equivalent caching layers, CDN for static content, and database indexing and query optimisation. Stress testing MUST simulate peak consultation traffic, high concurrent search queries, and bulk data ingestion. A mandatory load test simulating a minimum of Two thousand (2,000) concurrent authenticated users MUST be completed and documented prior to go-live clearance. All identified performance bottlenecks MUST be remediated before production deployment.

2.2.5 Post-Deployment Support and Maintenance: The Supplier MUST provide comprehensive post-deployment support and maintenance services for a minimum period of two (2) years following formal go-live and issuance of the Final Acceptance Certificate (FAC). During this period the Supplier MUST remain on standby during the initial production stabilisation phase, provide on-call technical assistance, adhere to agreed issue resolution SLAs, and mentor GoP IT teams. The Supplier MUST conduct performance and security audits and provide knowledge transfer to GoP technical teams throughout the support period to achieve full institutional independence. Full contractual terms for post-deployment support and maintenance are set forth in the Special Conditions of Contract (Section IX).

2.3 System Integration

The Supplier MUST perform all integration services required to connect the PRR with existing government information systems and services as specified below. All integrations MUST be implemented through the centralised API Gateway and MUST comply with the integration architecture requirements specified in sub-section 1.3.6.

2.3.1 Priority Integration Services: The Supplier MUST design and deliver integration with the following priority government systems — NADRA and government SSO platforms for

identity verification and authentication of government users; Government email and SMS gateways for multi-channel notification delivery; Pakistan Gazette and official publication systems for Gazette reference capture, linkage, and status tracking; e-Sign service for digital signature of formal PRR documents under ETO 2002; BOI/National One Window for regulatory business facilitation and cross-referencing; and Provincial government systems and e-governance platforms where available and technically feasible. For each integration, the Supplier MUST document the integration specification, authentication and authorisation flows, error handling and retry logic, and integration health monitoring approach.

2.3.2 Open API Layer for Published RLCO Data: The Supplier MUST deliver a read-only, throttled, authenticated public API layer for published RLCO data to support integration with other government portals, including the Pakistan Business Portal (PBP) and any future provincial regulatory portals. All APIs MUST be documented in OpenAPI or Swagger format and a sandbox testing environment MUST be provided and maintained throughout the Warranty Period.

2.3.3 Integration with Existing Regulatory Inventories: The Supplier MUST incorporate stocktaking of any previously mapped RLCOs from existing regulatory platforms, datasets, or prior mapping exercises provided by the Purchaser, and MUST align and ingest these into the PRR RLCO template where feasible to accelerate coverage and avoid rework. The Supplier MUST document the source, ingestion method, validation rules applied, and data quality outcomes for all legacy data incorporated into the PRR.

2.4 Training and Training Materials

Training under this Contract is delivered across two distinct and co-equal components: Part A covers platform training for all user groups on the PRR software system; Part B covers the Technical Assistance workstream capacity building programme enabling regulatory mapping, BPR, and reform facilitation. Both components are mandatory and MUST be planned, staffed, and evidenced as contractual obligations.

Part A — PRR Software Platform Training (2.4.1 through 2.4.4)

2.4.1 Training Plan: The Supplier MUST prepare and submit a comprehensive Training Plan for BOI/AKTU, DFPs, and Government IT operations teams during the Inception phase, updated as required during implementation. The Training Plan MUST include training objectives, target audiences by role group, training modules aligned to the ten (10) PRR platform modules, training schedule with session counts and sequencing, delivery mode (physical and virtual), training environment requirements, materials list, and evaluation methodology. The Training Plan MUST be consistent with the jurisdiction-wise deployment plan and minimum staffing expectations in sub-section 2.7. The Purchaser expects the plan to include an initial centralised bootcamp for BOI/AKTU, jurisdiction-wise DFP onboarding sessions aligned to mapping tranches, and recurring refresher clinics

during mapping waves. A formal Knowledge Transfer Plan **MUST** be developed in parallel, identifying target groups, training milestones aligned to module delivery, and evaluation mechanisms.

2.4.2 Training Scope — Minimum Modules: The Supplier **MUST** deliver training covering at minimum the following ten modules and their associated operational workflows: (a) PRR Registry Core — template use, versioning, legal linkage, attachments, and audit; (b) Workflow Engine and Work Queues — submit, review, return, validate, publish, closure, and certification workflows; (c) MIS Dashboards and Reporting — progress, completeness, escalation dashboards, and exports; (d) Mapping Enablement operations — agency onboarding, nomination, tranche management, bulk import staging, and human verification queues; (e) BPR Module — BPMN 2.0 authoring, import and export, approval gates, and reform pack preparation; (f) IT Readiness Assessment Module — scoring, blockers register, and dependency matrix; (g) Cost Impact Assessment Module — assumptions library, multi-currency, As-Is versus To-Be comparison, and exports; (h) Public Portal and CMS — content updates, consultation windows, moderation queue, and redaction policy; (i) RIS/AKTU Gatekeeping Module — RIS form builder, completeness, technical and enhanced review gates, consultation routing, Registry ID issuance, and monitoring; (j) AI Assist Module — AI Diagnostic Pack, Consultation AI Report, AI governance controls, human approval gates, and artifact review.

2.4.3 Training Delivery and Minimum Scope: The Supplier **MUST** provide role-based training with separate tracks for AKTU Administrators, AKTU Operations and Reviewers, Moderators, DFPs, and IT Operations teams. Training **MUST** be hands-on, conducted in a sandbox and UAT environment populated with realistic sample data, and **MUST** include practical exercises demonstrating end-to-end workflows including the full RLCO mapping cycle, closure certificate generation, consultation moderation, BPMN workflow generation and approval, IT readiness scoring, cost assessment, RIS workflow gates, and AI artifact review. A minimum of ten (10) administrators and ten (10) developer-level officials **MUST** receive training. Refresher sessions and clinics **MUST** be provided during rollout tranches to address user errors and re-training needs. Technical deep-dive training **MUST** cover system architecture, codebase walkthrough, containerised deployment, CI/CD pipelines, API integration framework, workflow configuration, monitoring dashboards, backup and restore, and security controls and log interpretation. For international Suppliers, a train-the-trainer approach with local technical partnerships **MUST** be included, and a capacity retention strategy **MUST** be explained. All training tools, logistics, and sandbox environment setup **MUST** be the Supplier's responsibility.

2.4.4 Training Materials, Knowledge Transfer, and Hypercare: The Supplier **MUST** provide training materials in editable and shareable formats including user manuals and quick reference guides by role, step-by-step SOP checklists for submission, validation, closure, moderation, and exports, slide decks and hands-on exercise scripts, recorded sessions where feasible, troubleshooting guides and FAQs, and sample datasets and templates for import testing and BPMN examples. All materials **MUST** be provided in both English and Urdu for operational SOPs and user-facing guides. Training **MUST** be treated as knowledge transfer: the Supplier **MUST** demonstrate that BOI/AKTU can independently configure templates, taxonomies, workflows, deadlines, escalations, and CMS content; manage queues, moderation, and closure certificate workflows; operate dashboards and

exports; perform BPMN import, export, and workflow artifact approval; run cost and IT readiness assessments; and review and approve AI artifacts and RIS decision packs — all without vendor intervention. Project closure requires a Documentation Completeness Verification, Training Effectiveness Validation, a Knowledge Transfer Completion Report, and confirmation that GoP teams can operate PRR independently. Following go-live, the Supplier MUST provide a hypercare support period of at minimum three (3) to six (6) months with on-call technical assistance, issue resolution SLAs, and mentoring of GoP IT teams to ensure institutional independence. An extended transition support period of six (6) to twelve (12) months is strongly recommended.

Part B — Technical Assistance Workstream Capacity Building (2.4.5 through 2.4.8)

2.4.5 TA Capacity Building Purpose: The TA workstream capacity building programme MUST build the institutional capability of BOI/AKTU, provincial focal points, departmental regulatory teams, and other key stakeholders to independently execute and sustain the RLCO mapping programme, produce and maintain regulatory workflow documentation, and drive the reform facilitation process in alignment with the Asaan Karobar Act, 2025 and the PRMI Strategy. Capacity building under the TA workstream is distinct from platform training and MUST be treated as a standalone sequential programme of professional development and institutional strengthening.

2.4.6 Regulatory Mapping Methodology Training: The Supplier MUST train BOI/AKTU operations teams and DFPs in the approved RLCO mapping methodology, covering the standardised PRR template and data dictionary, legal instrument identification and linkage, data quality and completeness standards, the closure SOP and two-stage RLCO count procedure, and the use of bulk import tools and human verification workflows. Training MUST be delivered in a structured format with practical exercises using real regulatory data from the participating jurisdiction.

2.4.7 BPR and Workflow Documentation Training: The Supplier MUST train BOI/AKTU teams in the BPR approach, BPMN 2.0 diagramming standards, workflow documentation conventions, bottleneck identification and tagging, To-Be redesign methodology, IT readiness assessment procedures, and the SCM and RIA-lite cost burden calculation methodology. This training MUST be practical and applied, using live As-Is workflows from mapped RLCOs as the training material.

2.4.8 Stakeholder Engagement and Reform Facilitation Training: The Supplier MUST conduct structured seminars and capacity building sessions with regulators, provincial governments, chambers of commerce, and other key stakeholders covering the mandate and objectives of the PRR under the Asaan Karobar Act, 2025 and the PRMI Strategy, the RLCO submission and validation process, the RIS and regulatory impact assessment process, and the reform facilitation approach for simplification and elimination of burdensome regulations. These sessions MUST be aligned to the TA workstream jurisdiction onboarding waves.

2.5 Data Conversion and Migration

- 2.5.1 Legacy Inventory Ingestion:** The Supplier MUST provide services and tools to incorporate all existing regulatory inventory datasets provided by the Purchaser — including prior mapping outputs, departmental RLCO lists, regulatory scans, and legacy database exports — into the PRR. Volume, type, structure, and format of existing data available will be confirmed during the Inception phase. The Supplier MUST conduct a data quality assessment of all source data prior to ingestion, documenting completeness gaps, structural mismatches, and records requiring manual validation.
- 2.5.2 Bulk Import and Validation Tooling:** The Supplier MUST provide a bulk import facility supporting Excel and CSV upload with column mapping to Table 1 (ANNEX VII-A) fields, validation rules applied at import, a detailed import error report with line-level failure identification, and a staging area review before records are confirmed and created in the system. AI-assisted extraction from documents or portals MAY be used to accelerate data structuring, but all AI-extracted outputs MUST be placed in a Human Verification Queue and MUST NOT be promoted to Validated status until human review and approval are completed.
- 2.5.3 Data Quality Assurance and Migration Acceptance:** The Supplier MUST apply the PRR validation rules to all migrated data, documenting the completeness score and legal basis linkage rate for all migrated records. Migration MUST be treated as complete only when migrated records pass BOI/AKTU quality review. The timing of data migration activities MUST be coordinated with the TA workstream mapping waves to avoid duplication of effort and to maximise the benefit of prior inventory work.

2.6 Documentation Requirements

- 2.6.1 General Documentation Requirement:** The Supplier MUST prepare and deliver complete documentation sufficient for government-controlled hosting, secure operation, administration, maintenance, and future independent enhancement of the System without vendor involvement. All documentation MUST be delivered in English, with key operational SOPs also available in Urdu. All documentation MUST be provided in editable and shareable formats. Final Operational Acceptance MUST NOT be granted until all documentation categories listed in clauses 2.6.2 through 2.6.7 have been delivered, validated, and formally accepted by BOI/AKTU.
- 2.6.2 Architecture and Design Documentation:** The Supplier MUST deliver — System Architecture Document covering all modules, components, interfaces, and data stores; Deployment Architecture for both government on-premises and government-controlled cloud across DEV, UAT, and PROD environments; Network and security zone design document covering DMZ, application zone, data zone, WAF, firewalls, and private endpoints; Data Model Documentation covering entities, relationships, keys, and versioning approach; and Workflow and State Machine Documentation covering the

RLCO lifecycle, closure and certificate lifecycle, consultation lifecycle, RIS lifecycle, and post-implementation review lifecycle.

2.6.3 AI Architecture and Governance Documentation: The Supplier MUST deliver documentation covering the AI orchestrator design, job queue management, artifact store and vector database architecture, AI governance guardrails and human-in-the-loop enforcement mechanisms, prompt template governance, model and configuration versioning and traceability, similarity search and conflict detection procedures, and AI risk controls.

2.6.4 API and Integration Documentation: The Supplier MUST deliver — API documentation in OpenAPI or Swagger format for all internal services and published-data APIs; Integration specifications for all priority integrations including Gazette metadata interface, e-Sign service, NADRA and SSO, and any provincial system connectors; Authentication and authorisation flows and RBAC matrix documentation; and an API changelog and versioning policy.

2.6.5 Operational and Administration Documentation: The Supplier MUST deliver runbooks and SOPs for — installation and deployment on-premises and on government cloud; configuration management covering templates, taxonomies, workflows, escalations, and CMS; monitoring and alerting covering system health, queue backlogs, and notification failures; backup and restore and DR procedures with agreed RPO and RTO targets; security hardening, patching, and vulnerability remediation; audit log management and export controls; and user provisioning, role assignment, and access reviews. All code MUST be well-commented and build reproducibility MUST be demonstrated.

2.6.6 BPMN, Workflow, and End-User Documentation: The Supplier MUST deliver — BPMN 2.0 modeling standards and conventions document; BPMN authoring, import, and export procedure guide; Workflow artifact lifecycle and approval SOP; Process pack export format specifications; End-user documentation for public registry users in English and Urdu covering RLCO search, compliance checklist navigation, subscription and alert setup, consultation participation, and FAQ and troubleshooting; and Publisher and Administrator documentation covering RLCO creation, metadata tagging, workflow submission, consultation moderation, version control, SLA management, and audit log interpretation.

2.6.7 Testing and Acceptance Documentation: The Supplier MUST deliver — SAT and UAT test plan and scripts mapped to Section VII requirements; performance test results and security test reports from all pre-production testing; a Requirements Traceability Matrix linking each Section VII requirement to its corresponding test case, test evidence, and acceptance decision; and a Final Acceptance Dossier including as-built diagrams and system configuration snapshots at the time of Operational Acceptance.

2.6.8 Other Documentation and Deliverables

The Supplier upon completion of the assignment, provide comprehensive and complete documentation for the Pakistan Regulatory Registry (PRR) system, including but not limited to:

- Functional Requirements Specification (FRS)
- Technical Architecture Document (TAD)

- System Design and Configuration Documents
- Integration and API Documentation
- Data Models and Database Design Documentation
- User Manuals and Administrator Guides
- Standard Operating Procedures (SOPs)
- Testing and Quality Assurance Reports

All deliverables shall be submitted in structured, editable, and reusable formats (e.g., Word, Excel, Visio, or other approved formats), and shall be sufficiently detailed to:

- Enable independent operation and maintenance of the system by the Client
- Support future scalability, enhancements, and integration
- Ensure seamless knowledge transfer to relevant stakeholders

The documentation shall be considered a mandatory deliverable and shall be subject to review and approval as part of the Operational Acceptance process.

2.7 Requirements of the Supplier's Technical Team

The Supplier MUST deploy a multidisciplinary team combining regulatory reform and technical assistance expertise with information systems design, development, and deployment expertise. The team MUST remain mobilised throughout the Contract Period and MUST be structured across three coordinated workstreams: PRR System Development, RLCO Mapping and Technical Assistance, and Workflow, BPR, and Sector Reform. The team MUST ensure adequate staffing to execute activities in parallel across all six jurisdictions and for one hundred (100) economic activities across five sectors aligned with ISIC Rev.4. Key Experts named in the Proposal MUST NOT be substituted without prior written approval of BOI/AKTU, except in cases of force majeure or where the replacement meets or exceeds the stated qualification and experience requirements.

Part A — Software Development and Deployment Team (Key Experts)

Table 2.7-A: Software Development Key Expert Requirements

No.	Position	Min. Qualification	Min. Experience	Specific Experience Required	Min. Engagement
KE-06	Solution Architect / PRR System Architect	Degree in Computer Science, Software Engineering, or related field	10 years	Enterprise-scale government registry/MIS systems; API-driven architecture; workflow engine integration; scalable design. Prior work on a	Full contract (design through deployment)

				national-scale registry (company, land, or regulatory) required.	
KE-07	Lead Software Developer / Technical Lead	Degree in Computer Science or related field	8 years	Secure web-based enterprise systems; backend and frontend architecture; release management	Minimum 40 weeks
KE-08	Database and Data Governance Specialist	Degree in Computer Science, Data Management, or related field	8 years	Database schema design for registry systems; validation rules; audit trails; taxonomy and controlled vocabulary management	Minimum 40 weeks
KE-09	Cybersecurity and Data Protection Specialist	Degree in IT or Cybersecurity; professional certification preferred	7 years	Securing enterprise systems; RBAC; vulnerability testing; data protection compliance; PSS and ISO 27001 awareness mandatory	Minimum 12 weeks (design + pre-Go-Live)
KE-10	QA and Testing Lead	Degree in IT, Engineering, or related field	7 years	System testing (functional, integration, UAT); defect tracking; coordinating acceptance testing with public institutions	Minimum 20 weeks
KE-11	Business Analyst	Master's or Bachelor's in Public Policy, Business Administration, Economics, Computer Science, or related field. CBAP/PMI-PBA or Process Re-engineering certification advantageous.	8 years	BPMN and workflow design; functional specifications for digital platforms; translating regulatory requirements into technical specifications; As-Is and To-Be process design	Minimum 60 weeks
KE-12	DevSecOps Engineer	Degree in Computer Science, Software Engineering, IT, or related field. CKA, CISSP, or DevSecOps Professional	7 years	CI/CD pipelines for microservices platforms; Docker and Kubernetes; SAST, DAST, container security in pipelines; infrastructure-as-code (Terraform/Ansible); national data sovereignty compliance; PSS and ISO	Minimum 30 weeks

		certification advantageous.		27001 mandatory awareness	

Part B — Technical Assistance Team (Key Experts)

Table 2.7-B: Technical Assistance Key Expert Requirements

No.	Position	Min. Qualification	Min. Experience	Specific Required Experience	Min. Engagement
KE-01	Project Director / Engagement Lead and Product Owner	Advanced degree in Public Policy, Economics, Law, Governance, ICT Governance, or related field. CSPO, SAFe PO/PM, PMI-ACP, or equivalent Agile certification advantageous.	10 years	Multi-jurisdiction regulatory reform or digital governance programmes; IT and RLCO mapping or regulatory inventory projects; federal and provincial stakeholder coordination; managing the end-to-end product lifecycle of regulatory or enterprise information systems; product backlog management and sprint planning.	Full-time on contract. Named in proposal. Cannot be substituted without BOI written approval.
KE-02	Senior Regulatory and Legal Reform Expert	LLB (LLM preferred)	10 years	Legislative and regulatory drafting; reviewing Acts, Rules, and Notifications; preparing amendment notes; traceability from regulatory issue to legal reform instrument	Minimum 24 weeks (BPR phase)
KE-03	Senior Business Process Re-engineering (BPR) Expert	Degree in Business Administration, Engineering, Public Administration, or related field	10 years	As-Is and To-Be process mapping (BPMN or equivalent); public sector service digitisation; bottleneck diagnostics and redesign	Minimum 28 weeks
KE-04	Jurisdiction Deployment and Mapping Lead	Degree in Public Administration, Management, or related field	8 years	Managing multi-location data mapping programmes; government coordination; validation workshops; managing distributed teams across provinces	Minimum 32 weeks

KE-05	Digital Readiness and IT Assessment Specialist	Degree in IT, Computer Science, or Information Systems	8 years	Digital transformation readiness assessments; system integration capacity review; maintaining structured IT readiness registers; PBP automation prioritisation	Minimum 20 weeks

Non-Key Experts (Indicative — to be proposed by Supplier)

Table 2.7-C: Indicative Non-Key Expert Staffing

S#	Role	No.	PRR Context Justification
1	Lead Backend Engineer (Registry and Workflow)	2	RLCO lifecycle engine, approval workflows, version control, consultation module
2	Lead Frontend Engineer (Public and Publisher Portals)	2	Public registry portal, search interface, publisher dashboard, admin interface
3	Integration Specialist (APIs and Data Exchange)	1	Federal and provincial system integration, Gazette sync, external API onboarding
4	UI/UX Designer and Accessibility Specialist	2	Regulatory discovery UX, consultation interface, workflow clarity, WCAG 2.1 compliance, Urdu/bilingual UX. Minimum 3 years' user research on government portals required.
5	DevOps / Cloud Engineer	1	CI/CD, container orchestration, performance optimisation, multi-zone HA
6	IT Infrastructure and DR Specialist	1	Hosting architecture, capacity planning, backup and recovery, geo-redundancy
7	Regulatory Process and BPR Expert	2	RLCO mapping, workflow simplification, metadata standards, As-Is versus To-Be design
8	Public Policy and Governance Analyst	2	Regulatory impact logic, classification framework, consultation governance
9	Scrum Master	1	Agile sprint facilitation and delivery cadence
10	Training and Capacity Building Lead	3	Government onboarding, publisher training, knowledge transfer across all jurisdictions
11	AI/ML Specialist (Regulatory Intelligence)	1	AI Assist Module, document parsing, semantic search, vector store management

12	Monitoring and Evaluation Specialist	1	Performance metrics, regulatory burden analytics, adoption tracking
13	Change Management Specialist	1	Institutional adoption, inter-department coordination
14	Documentation and Technical Writing Specialist	2	Architecture documentation, publisher manuals, API documentation
15	Legal/Regulatory Advisor (Part-time / On-demand)	1	Legal validation of RLCO structure, consultation compliance framework

2.7.1 Field Deployment Capacity: The Supplier MUST demonstrate adequate field deployment capacity for mapping enablement, onboarding, and handholding across all six jurisdictions. During active mapping waves, the minimum deployment expectation is at least five (5) dedicated technical resources per jurisdiction (Federal, ICT, and each of the four provinces), with BOI/AKTU-approved redeployment permitted only after a jurisdiction meets the agreed completion thresholds.

2.7.2 Continuity, Substitution, and Mobilisation: The Supplier MUST ensure continuity of all Key Experts throughout the Contract Period. Substitution of any Key Expert MUST require prior written approval from BOI/AKTU and MUST be replaced with a candidate meeting or exceeding the stated qualification and experience requirements. All key roles MUST be mobilised by the project start date. Module-specific experts MUST be mobilised in time for their respective module delivery milestones as specified in the Implementation Schedule.

2.7.3 Knowledge Transfer Roles: The Supplier MUST designate named personnel specifically responsible for knowledge transfer and handover in the following areas: system administration and platform configuration, deployment and operations, BPMN workflow management, and AI governance and operations. These responsibilities MUST be explicitly identified in the Technical Proposal and MUST be reflected in the Knowledge Transfer Plan.

Note: *The staffing tables in this sub-section specify the contractual minimum. Proposers are encouraged to propose enhanced teams that reflect the scale and complexity of the assignment. The Purchaser reserves the right to verify the qualifications and experience of proposed Key Experts prior to Contract award and at any point during Contract execution. Full contractual terms governing team continuity, substitution, and performance are set forth in the Special Conditions of Contract (Section IX).*

D. Technology Specifications – Supply and Install Items

3.0 General Technical Requirements

The following general technical requirements apply to all software components, platform services, and operational environments delivered under this Contract. These requirements supplement the architectural and security requirements specified in sub-sections 1.3 and 1.6 and are mandatory unless explicitly stated otherwise.

- 3.0.1 Language Support:** All information technologies, user interfaces, and software components **MUST** provide full support for both English and Urdu as the primary languages of the end user community. Specifically, all display technologies, web interfaces, and application software **MUST** implement: full right-to-left (RTL) text rendering for Urdu using the CSS 'direction: rtl' property with bidirectional support compliant with WCAG 2.1; Unicode NFC normalisation for all Urdu text storage and retrieval; Jameel Noori Nastaleeq or an equivalent web-safe Urdu font as the standard rendering font; a Urdu language analyser integrated into the search index to support Urdu-language RLCO discovery; locale-aware rendering of dates, numbers, and currency for both English and Urdu display contexts; and translation governance workflows within the CMS for review, approval, and versioning of translated RLCO content to prevent legal inconsistencies between Urdu and English versions.
- 3.0.2 Hosting Infrastructure Standards:** All active software components and data **MUST** be hosted on GoP-provided infrastructure meeting the following minimum standards: Tier-3 or higher data centres physically located within Pakistan in compliance with national data residency requirements; electrical power supply conforming to the standards applicable to the GoP data centre selected for hosting; multi-zone high availability across at least two independent availability zones within Pakistan; and environmental controls including temperature, humidity, and dust management appropriate for the data centre classification. The Supplier **MUST** document the infrastructure sizing requirements, network and storage specifications, and autoscaling thresholds in the Deployment Architecture document submitted as part of the Architecture and Design deliverables under sub-section 2.6.2.
- 3.0.3 Accessibility and Browser Compatibility:** All public-facing portal interfaces **MUST** comply with WCAG 2.1 Level AA and **MUST** support modern browsers including current and one prior major release of Chrome, Firefox, Edge, and Safari. Responsive design **MUST** be implemented for desktop, tablet, and mobile devices. Government portal interfaces **MUST** remain fully usable in constrained bandwidth environments typical of provincial government offices, with page load targets of two (2) seconds or less for key government workflow screens on standard broadband. All portals **MUST** support touch-friendly UI elements, screen reader compatibility through semantic HTML and ARIA attributes, keyboard navigability, and high-contrast display modes.
- 3.0.4 Safety and Emissions:** All active software components and servers deployed on GoP premises **MUST** operate within the noise and electromagnetic emissions standards

applicable to the relevant GoP data centre. All electronic equipment that emits electromagnetic energy MUST be certified as meeting applicable emission standards including equivalent national or international standards such as FCC Class B, EN 55022, or EN 50082-1, or their equivalents. These requirements apply only to any on-premises server or appliance components; cloud hosted components are subject to the respective data centre operator's certification.

3.0.5 SEO and Public Discoverability: The Public Registry Portal MUST implement search engine optimisation best practices so that published RLCO records are publicly discoverable through national and international search engines. This requires implementation of meta tags and structured data or schema markup on all RLCO detail pages, a dynamically generated and maintained sitemap, canonical URL policies, and appropriate robots directives. Discoverability of RLCOs through public search is a regulatory transparency obligation under the Asaan Karobar Act, 2025.

3.0.6 Error Handling, Resilience, and Offline Support: All system components MUST implement user-friendly error messages with guidance on corrective action rather than raw system errors. Graceful degradation MUST be implemented so that failure of a non-critical component does not prevent users from accessing core registry functions. Retry logic, configurable timeouts, and circuit breaker patterns MUST be applied to all inter-service calls. For government portal users in low-connectivity environments, draft RLCO entries and saved checklists MUST be locally cached and queued for submission upon reconnection as specified in sub-section 3.0.2 and 1.3.2.5.

3.1 Computing Hardware Specifications

Not Applicable — No hardware is procured under this Contract.

3.2 Network and Communications Specifications

Not Applicable — No hardware is procured under this Contract.

3.3 Ancillary Hardware Specifications

Not Applicable — No hardware is procured under this Contract.

3.4 Standard Software Specifications

The following software specifications define the minimum platform and runtime requirements for all components of the PRR Information System. The Supplier MUST confirm compliance with these specifications in the Architecture Compliance Matrix submitted with the Technical Proposal. Where the Supplier proposes alternative software components meeting or exceeding the stated requirements, the alternative MUST be explicitly documented and justified.

- 3.4.1 System Software and Container Orchestration:** All processing units and service nodes MUST run stable, actively maintained operating systems appropriate for containerised workloads, with security patches applied within thirty (30) days of release for critical and high severity vulnerabilities. All system services MUST be containerised using Docker or an equivalent OCI-compliant container runtime. Container orchestration MUST use Kubernetes, OpenShift, or a functionally equivalent platform, configured for multi-zone high availability, rolling updates, automated health checks, and auto-scaling. Infrastructure-as-code tools such as Terraform, Ansible, or equivalent MUST be used for all environment provisioning and configuration to ensure reproducibility across DEV, UAT, PROD, and DR environments.
- 3.4.2 Networking and Communications Software:** A centralised API Gateway MUST be implemented supporting API versioning, authentication and authorisation enforcement, rate limiting and throttling, request schema validation, and full API observability including logging of all API calls. A service mesh or equivalent inter-service communication framework MUST be implemented to enforce zero-trust segmentation, mutual TLS for internal service-to-service calls, and distributed tracing. A Content Delivery Network (CDN) MUST be configured for all public portal static assets to achieve the performance targets specified in sub-section 1.5. All networking software MUST support TLS 1.2 or higher; TLS 1.0 and 1.1 MUST be disabled on all endpoints.
- 3.4.3 Database Software:** The primary registry database MUST be an enterprise-grade relational database management system (RDBMS) such as PostgreSQL, MySQL/MariaDB, Oracle Database, or Microsoft SQL Server, configured with high availability replication, encryption at rest, point-in-time recovery (PITR), and automated backup. A separate analytics data warehouse or mart MUST be provisioned for reporting and dashboard workloads, isolated from the transactional database. A full-text search and faceted filter engine — such as OpenSearch or Elasticsearch — MUST be deployed as the dedicated search index. A vector database MUST be deployed for AI-assisted semantic similarity and conflict detection as specified in sub-section 1.3.3.1. A caching layer using Redis or an equivalent in-memory data store MUST be implemented for session management, frequently accessed RLCO lookups, throttling counters, and read-optimised public search caching.
- 3.4.4 CI/CD Pipeline and DevSecOps Tools:** A fully automated CI/CD pipeline MUST be implemented and maintained throughout the Contract period, incorporating automated builds, static application security testing (SAST), dynamic application security testing (DAST), container image vulnerability scanning, dependency scanning, linting, and peer code review gates. Automated schema validation and regression checks MUST be included so that deployments cannot proceed if published RLCO data integrity or existing activity mappings are at risk. Blue-Green and canary deployment strategies MUST be supported as specified in sub-section 1.3.5.4.
- 3.4.5 Business Application Software — PRR Platform:** The PRR platform application software MUST implement the ten (10) functional modules and all supporting services specified in sub-sections 1.2.1 through 1.2.11 of these Technical Requirements. The platform MUST be built on open standards using technologies with active community and

commercial support. If a third-party No-Code or Low-Code platform is used for any component, it **MUST** be extensible without vendor lock-in, capable of strict compliance controls, and **MUST** allow full source code export and independent deployment. A BPMN 2.0 compatible process engine and repository **MUST** be provided for the BPR and Workflow module. An AI orchestration framework **MUST** be implemented within government-controlled hosting with a job queue, governance log, and artifact store as specified in sub-section 1.2.10.

3.4.6 Open Source Licence Compliance: The Supplier **MUST** disclose a complete inventory of all open source software incorporated in the System prior to the commencement of development, updated at each major release. For each open source component, the inventory **MUST** identify the component name and version, the applicable open source licence, and whether the licence imposes any copyleft or attribution obligation. No open source component **MUST** be incorporated that restricts the Government of Pakistan's rights to operate, modify, redistribute, or procure the System from alternative suppliers. The Supplier **MUST** indemnify the Government against any intellectual property infringement claim arising from open source components incorporated in the System.

3.4.7 Monitoring, Observability, and Security Software: Centralised logging software **MUST** aggregate logs from all gateways, microservices, workflow engine, search cluster, and IAM service with tamper-evident controls and configurable retention. Application Performance Monitoring (APM) and Real User Monitoring (RUM) tools **MUST** be deployed to measure and report on the performance targets specified in sub-section 1.5. Security information and event management (SIEM) integration or equivalent security monitoring tooling **MUST** be configured to feed key security events for analysis and alerting as specified in sub-section 1.3.4.6.

3.4.8 Workflow Engine — Detailed Platform Specifications

The PRR Workflow Engine is a core platform service responsible for orchestrating the full RLCO lifecycle, the RIS/AKTU gatekeeping process, the consultation workflow, and the closure certification process. The Workflow Engine **MUST** meet all the following specifications.

3.4.8.1 Functional Coverage and Workflow Capabilities: The Workflow Engine **MUST** support end-to-end orchestration of diverse government service workflows including automated service routing, multi-stage approvals, consultation handling, notification management, and real-time service tracking. It **MUST** support dynamic workflows with conditional branching, parallel execution, configurable SLA timers, and user feedback loops. Analytical dashboards and workflow monitoring capabilities **MUST** be provided for operational oversight.

3.4.8.2 Integration Capabilities: The Workflow Engine **MUST** integrate seamlessly with national and third-party systems, including digital identity platforms, payment gateways, government databases, and external service providers. It **MUST** support secure API-based

and event-driven integrations, compatibility with mobile applications and legacy systems, and integration with SSO and MFA mechanisms.

- 3.4.8.3 Scalability and Performance:** The Workflow Engine MUST be capable of supporting large volumes of concurrent transactions and users, including peak demand scenarios such as national mapping campaigns or consultation surges. It MUST support auto-scaling in hybrid and cloud environments while maintaining low-latency processing and high availability. Performance MUST remain stable as workload volumes increase.
- 3.4.8.4 Security and Regulatory Compliance:** The Workflow Engine MUST incorporate security-by-design principles, including encryption, RBAC, comprehensive audit trails, and secure integration with identity systems. It MUST comply with applicable Pakistani laws and regulations including data protection, cybercrime, and data residency requirements, as well as ISO 27001-aligned and PSS security standards.
- 3.4.8.5 Usability and Accessibility:** The Workflow Engine MUST provide an intuitive, low-code interface for BOI/AKTU administrators enabling workflow configuration, deadline setting, escalation rule management, and SLA timer adjustment — all without vendor involvement. It MUST support mobile-first access, multilingual interfaces (English and Urdu at minimum), and WCAG 2.1 accessibility standards.
- 3.4.8.6 Cost Efficiency and Licensing Flexibility:** The Workflow Engine MUST be offered under a cost-effective and transparent licensing model that minimises total cost of ownership. Licensing terms MUST allow scalability without restrictive vendor lock-in and MUST support long-term sustainability of the platform within government environments. A ten (10) year licence MUST be available as specified in the System Inventory Tables.
- 3.4.8.7 Support, Maintenance, and Updates:** The Supplier MUST provide comprehensive support and maintenance services for the Workflow Engine, including issue resolution, system updates, and technical documentation. Support arrangements MUST ensure timely assistance, availability of skilled resources, and regular updates to address security vulnerabilities, performance improvements, and functional enhancements.
- 3.4.8.8 Reliability and Innovation:** The Workflow Engine MUST demonstrate proven reliability in large-scale, mission-critical government deployments. The platform MUST provide a forward-looking technology roadmap, incorporating emerging technologies such as AI-enhanced workflow analytics and automated escalation intelligence, to enhance service delivery, automation, and system resilience over time.

3.4.9 Low-Code/No-Code (LCNC) Platform — Detailed Specifications

Where the PRR software platform incorporates a Low-Code/No-Code (LCNC) platform for any module — including the RLCO Builder, the Workflow Engine front-end, the BPR Module, or the RIS Form Builder — the LCNC platform MUST meet all of the following specifications.

- 3.4.9.1 Scalability Architecture:** The LCNC platform MUST be architected to support large-scale government applications and services without performance degradation. It MUST

support high volumes of concurrent users and requests through horizontal scaling, enabling linear or near-linear capacity expansion as additional compute resources are provisioned. The architecture **MUST** efficiently handle large datasets and transactional workloads while maintaining predictable performance levels during peak usage.

3.4.9.2 Performance Under Load: The platform **MUST** demonstrate consistent and reliable performance under sustained and peak loads. Average response times **MUST** remain within the targets specified in Table 1.5-A during high user concurrency, with controlled latency for API calls and system interactions. The platform **MUST** maintain stable throughput with minimal error rates, while ensuring CPU and memory utilisation remain within safe operational ranges during peak demand.

3.4.9.3 Concurrency Handling: The LCNC platform **MUST** manage high levels of simultaneous user sessions and connections without timeouts, deadlocks, or data integrity issues. It **MUST** support efficient session management, concurrent workflow execution, and minimal lock contention across shared resources, even under heavy transactional loads.

3.4.9.4 Resource Utilisation Efficiency: The platform **MUST** optimise the use of compute, memory, storage, and network resources through efficient resource pooling, connection reuse, and workload balancing. Resource consumption **MUST** remain predictable and optimised during both normal operations and peak load conditions.

3.4.9.5 High Availability and Reliability: The LCNC platform **MUST** be designed for continuous operation with minimal service disruption. It **MUST** support high-availability deployment configurations, automated failover, and rapid recovery from component or node failures through redundancy, health monitoring, and self-healing capabilities.

3.4.9.6 Database and Query Optimisation: The platform **MUST** provide efficient data management and query execution capabilities, supporting optimised indexing, caching, and query execution strategies to handle large datasets and complex transactions. The architecture **MUST** ensure high query throughput, low latency, and efficient use of database resources.

3.4.9.7 Integration and Real-Time Processing: The LCNC platform **MUST** support seamless integration with internal and external systems through secure APIs, webhooks, and event-driven mechanisms. It **MUST** be capable of real-time data exchange and synchronisation across integrated systems, ensuring consistency and timeliness of information across the Government ecosystem.

3.4.9.8 Deployment and Infrastructure Flexibility: The platform **MUST** support flexible deployment models, including on-premises, cloud, and hybrid environments within GoP-approved hosting. It **MUST** enable rapid provisioning, configuration, and updates through automated deployment pipelines. Migration between environments **MUST** be supported with minimal downtime and without disruption to active services.

3.4.9.9 Customisation and Extensibility: The platform **MUST** allow functional extensions and custom logic through supported development frameworks without impacting core system stability. Customisations **MUST** be deployable with minimal effort and **MUST NOT** introduce significant performance overhead. A majority of platform components and services **MUST** be extensible through configurable APIs and modules.

3.4.9.10 Security and Compliance Under Load: The LCNC platform MUST maintain robust security controls even under peak operational loads. It MUST support encryption, secure access controls, comprehensive audit logging, and vulnerability management mechanisms. Security controls MUST operate without materially degrading system performance and MUST comply with applicable national and international security standards.

3.4.10 Form Builder — Government Digital Forms Platform

The PRR MUST include a Form Builder capability enabling ministries, departments, and the BOI/AKTU to create, publish, and manage secure digital forms for citizens, businesses, and internal government processes. The Form Builder design is inspired by the Singapore FormSG model (forms.gov.sg) — a government-developed digital tool enabling public officers to quickly create and publish secure online forms. In Pakistan's context, this capability SHALL be integrated with the PRR's RLCO Builder, consultation module, and the RIS process to enable:

- Surveys and feedback forms for regulatory consultation
- Event registrations for regulatory mapping workshops and stakeholder sessions
- Application intake forms linked to RLCO compliance checklists
- Declarations or compliance submissions associated with specific RLCOs
- Internal data collection forms for AKTU mapping and BPR activities

The Form Builder MUST operate within the government-controlled hosting environment. All form submissions MUST be logged with full audit trails. Forms MUST be accessible in both English and Urdu.

3.5 Consumables

Not Applicable — No hardware is procured under this Contract.

3.6 Other Non-IT Goods

Not Applicable — No hardware is procured under this Contract.

Note: Sub-sections 3.1, 3.2, 3.3, 3.5, and 3.6 are marked Not Applicable because this Contract does not include the procurement of computing hardware, networking equipment, ancillary hardware, consumables, or non-IT goods. The Supplier is responsible for ensuring that all software components are compatible with GoP-provided hosting infrastructure. Infrastructure sizing, capacity, and hosting requirements are specified in the Deployment Architecture deliverable under sub-section 2.6.2.

E. Testing and Quality Assurance Requirements

4.1 Inspections

Factory and delivery inspections under GCC Clause 26 are not applicable to this Contract as no physical hardware or equipment is being procured. All quality assurance activities are conducted through the pre-commissioning and operational acceptance testing processes specified in sub-sections 4.2 and 4.3 below. All test evidence **MUST** be documented in the Requirements Traceability Matrix and submitted as part of the Final Acceptance Dossier specified in sub-section 2.6.7.

4.2 Pre-commissioning Tests

In addition to the Supplier's standard check-out and set-up tests, the Supplier — with the assistance of the Purchaser — **MUST** perform the following pre-commissioning tests on each subsystem before Installation will be deemed to have occurred and the Purchaser will issue the Installation Certificate. Each test below specifies the subsystem, the minimum test conditions, and the success criteria. All acceptance hooks from individual modules specified in the Business Function Requirements (sub-section 1.2) are consolidated here and organised by subsystem. The Supplier **MUST** submit pre-commissioning test results to BOI/AKTU within five (5) business days of completing each subsystem test.

4.2.1 Subsystem 1 — PRR MVP Core (Registry Core, Standardisation and Early Data Entry)

Test the template manager by demonstrating draft-to-pilot-to-approved template version transitions, confirming that historical RLCO entries retain their original template version label and remain readable. Demonstrate that a DFP can create a draft RLCO and submit it to the BOI/AKTU review queue; that BOI/AKTU can return the record with comments and the DFP can resubmit; and that BOI/AKTU can validate and publish the record. Confirm that RLCO submission is blocked when Table 1 mandatory fields are absent. Verify that legal basis references are mandatory for validation. Demonstrate full versioning: create, edit with change reason, supersede, and archive — with complete history visible. Confirm government-controlled hosting: DEV, UAT, and PROD environments are operational with documented deployment scripts, backups, and DR approach. Confirm that database encryption at rest, TLS in transit, and admin MFA are all active.

4.2.2 Subsystem 2 — Workflow Engine and Work Queues

Demonstrate the full RLCO state machine from Draft through to Archived including all governance states. Confirm that validation is blocked if Table 1 completeness or legal basis checks fail. Confirm that DFPs cannot edit after submission unless returned. Confirm that publication is blocked unless validation is complete. Demonstrate the configurable split between Reviewer and Validator roles. Exercise all work queues with filter, sort, bulk action, SLA timer, and export functions. Demonstrate the Closure Pack generation including Stage 1 and Stage 2 RLCO counts, variance flags, and anomaly acknowledgement. Confirm that the closure certificate cannot be finalised without Agency Head confirmation of the Final Certified RLCO Count. Verify that all formal closure documents are digitally signed under ETO 2002. Confirm public comment windows enforce a minimum of thirty (30) days and that comments are rejected outside an open window. Confirm that all workflow events are logged with actor, action, timestamp, and reason code in an immutable log.

4.2.3 Subsystem 3 — MIS Dashboards, Reporting and Escalations

Demonstrate national, jurisdiction, agency, and RLCO-level mapping progress dashboards with all required metrics. Demonstrate the CCoRR Executive Dashboard showing total RLCOs mapped by jurisdiction, reform velocity, and top agency backlogs. Configure a deadline and threshold and demonstrate automated reminder progression at T-15, T-7, T-3, and T-0 intervals. Trigger escalation from DFP to Agency Head to BOI/AKTU and verify audit log of all notification events. Demonstrate jurisdiction-level Stage 1 versus Stage 2 RLCO count variance view with automatic anomaly flags and override-with-reason capture. Generate and export a sector end-to-end decision pack consolidating mapped RLCO set, linked As-Is workflows, IT readiness findings, To-Be workflows, and legal change references for at least five sectors.

4.2.4 Subsystem 4 — Mapping Enablement Module

Confirm that AKTU can configure jurisdiction and agency onboarding, assign deadlines, and manage the escalation matrix through the admin interface without vendor involvement. Demonstrate DFP account creation, agency scoping enforcement, and MFA activation. Confirm DFP cannot view other agencies' draft or internal records. Demonstrate the RLCO Entry Wizard enforcing Table 1 mandatory fields with inline validation and readiness-to-submit indicator. Confirm that DFP submission is blocked when mandatory fields or required evidence are missing. Demonstrate tranche creation, agency assignment, and tranche progress report generation. Perform a bulk import from CSV with column mapping, validation error report with line-level failures, and staging area review before record creation. Demonstrate AI-assisted ingestion with Human Verification Queue — confirm that AI-extracted fields cannot move to Validated without human approval. Demonstrate two-stage count: initial estimate entry, update before Closure Pending, automatic computation of Final RLCO Count, and anomaly flag generation when variance exceeds a configured threshold with capture of override reason.

4.2.5 Subsystem 5 — BPR, As-Is and To-Be Workflow Module

Confirm BPMN 2.0 import and export work correctly and preserve all prior versions. Demonstrate system-assisted draft workflow generation from a validated RLCO and

confirm that the draft cannot be marked Approved without recorded human verifier identity and timestamp. Demonstrate manual BPMN authoring and editing via the web editor and confirm PDF rendering from the BPMN is consistent and includes required metadata. Demonstrate To-Be workflow creation linked to an As-Is baseline with change rationale, expected impact tags, and legal change reference. Confirm that a workflow cannot be exported as an Approved As-Is output without human verification. Demonstrate bottleneck tagging and generate a top-bottleneck report by jurisdiction and sector. Demonstrate reform pack export as a ZIP file containing BPMN XML, PDF, structured data, and linked legal change references.

4.2.6 Subsystem 6 — IT Readiness Assessment Module

Create an IT readiness assessment linked to a specific RLCO record and associated As-Is workflow. Confirm bidirectional linkage — opening the RLCO shows the linked assessment; opening the workflow shows the assessment. Demonstrate configuration of readiness vocabulary lists and scoring thresholds by AKTU admin without code changes. Exercise the draft-to-approved workflow with versioning. Confirm that approved assessments are immutable. Generate a prioritised readiness list filtered by BFC/ICT scope and by sector. Export a dependency matrix and a top blockers report confirming that all exports are logged.

4.2.7 Subsystem 7 — Cost Impact Assessment Module (SCM/RIA-lite)

Create As-Is and To-Be cost assessments linked to a specific RLCO and its approved workflow versions. Demonstrate configuration of assumptions including wage rates, travel costs, printing costs, and time bands. Confirm the built-in calculation engine produces correct labour cost, direct cost, total compliance cost, waiting time, and annualised totals from step-level inputs. Confirm multi-currency reporting with PKR as the base and an exchange rate snapshot stored with the assessment. Change an exchange rate and confirm that historical assessments retain their original snapshot. Demonstrate the approval workflow with versioning and confirm that only approved cost models are included in official reform pack exports. Export to Excel with As-Is, To-Be, and Summary sheets and a PDF summary, confirming all exports are audit logged.

4.2.8 Subsystem 8 — Public Portal and CMS

Confirm that the Public Portal exposes only records in Published state and that attempting to access a non-published RLCO via a public URL returns a not-available response which is logged. Demonstrate global search with jurisdiction, agency, sector, and RLCO type filters returning correct results. Demonstrate Business Journey Bundle grouping of related RLCOs for a defined business activity. Confirm semantic search in Urdu correctly returns relevant RLCOs based on business activity description. Verify RLCO detail pages display all required Table 1 fields, legal basis references, required documents, fees, and related RLCOs. Confirm downloads are restricted to BOI/AKTU-authorized public artifacts only. Open a consultation window and confirm it enforces a minimum of thirty (30) days. Submit a test comment and confirm it enters the moderation queue and is not publicly visible until approved. Confirm the moderation audit log is complete and exportable. Demonstrate a BOI/AKTU CMS content update

to FAQ or announcement without vendor code changes, with the change audit logged. Confirm WCAG 2.1 Level AA compliance through automated accessibility scanning.

4.2.9 Subsystem 9 — RIS/AKTU Gatekeeping Module

Demonstrate Ministry Submission Portal: create a regulation entry, upload draft legal text, complete a structured RIS form with all mandatory sections, and submit with authenticated e-signature. Confirm submission is rejected without e-sign or acknowledgement. Confirm that the system flags a submission with fewer than three policy options in the RIS. Demonstrate AKTU Completeness Check blocking a submission that has incomplete mandatory RIS sections and returning it with reason codes. Demonstrate AKTU Technical Review including a case routed into Enhanced Review when configurable risk thresholds are triggered. Confirm that upon transition to Submitted to AKTU the AI Diagnostic Pack is automatically generated and attached to the case file. Confirm that upon Consultation Closed the Consultation AI Report is automatically generated and presented before Final AKTU Approval. Confirm that no Registry ID can be issued before Final AKTU Approval. Confirm publication is blocked until a Registry ID is issued. Verify all gate actions are immutably logged. Demonstrate sunset date alert generation for a regulation with a configured expiry date. Generate and export a full RIS Pack including approval history and digital signature proof.

4.2.10 Subsystem 10 — AI Assist Module

Demonstrate the AI Orchestrator and job queue with traceable runs showing that run ID, timestamps, model and configuration version, and prompt hash are all stored. Confirm that AI output artifacts are stored with versioning and linked RLCO and module identifiers. Demonstrate that the human approval gate prevents AI outputs from triggering final decisions or publications. Demonstrate draft BPMN generation from structured RLCO data and its import into the Module 5 workflow library. Demonstrate Consultation Analysis Report generation as an advisory output and confirm it is advisory only. Demonstrate the Best Practices Scorecard and issue flag generation. Demonstrate similarity search and conflict detection using the vector database confirming it operates within government-controlled hosting. Confirm compliance with all AI governance controls: no external training data transmission, no external model API calls without explicit written Purchaser approval, all outputs flagged as advisory, and human approval gates enforced throughout.

4.2.11 TA Workstream — Pre-Commissioning Tests for TA Deliverables

For each TA deliverable (TA-D1 through TA-D12), the Supplier MUST demonstrate completion against the Evidence and Acceptance Criteria set out in Table 1.2.11-A of sub-section 1.2.11. The following minimum pre-commissioning tests apply: TA-D1 (TA Workplan and Governance Pack) — Workplan reviewed and countersigned by BOI/AKTU and aligned to the Implementation Schedule. TA-D2 (Mapping Toolkit Pack) — Toolkit presented in a structured validation session and approved for use in Wave 1 pilot. TA-D3 to TA-D5 (Jurisdiction Wave Completion Packs) — For each wave, evidence MUST include: validation workshop minutes, closure SOP execution record, and departmental sign-off captured. TA-D6 (ISIC Rev.4 Activity Selection Note) — Note presented to and approved by BOI/AKTU with ISIC codes and rationale

for each of the one hundred (100) selected activities across five (5) sectors (ten per sector). TA-D7 (As-Is Workflow Library) — At least ten (10) workflow packs reviewed for completeness and accuracy by BOI/AKTU in a structured review session. TA-D8 (IT Readiness Register) — Register reviewed and a prioritised PBP/automation shortlist validated against evidence. TA-D9 (To-Be Workflow Packs) — Traceability from As-Is issue to To-Be reform to legal instrument confirmed for a random sample of at least five (5) activities. TA-D10 (Sector End-to-End Packages) — At least one complete sector package reviewed in full by BOI/AKTU including all five components. TA-D11 (Stakeholder Sessions Log) — Agendas, attendance records, minutes, and action tracker submitted and all outstanding issues confirmed as closed. TA-D12 (TA Closeout and Handover) — Final report presented, all toolkits and materials transferred, and BOI/AKTU acceptance confirmed in writing.

4.3 Operational Acceptance Tests

Pursuant to GCC Clause 27 and related SCC clauses, the Purchaser — with the assistance of the Supplier — MUST perform the following Operational Acceptance Tests on the System and its subsystems following installation to determine whether the System meets all requirements mandated for Operational Acceptance. The Final Acceptance Certificate (FAC) MUST NOT be issued until all OAT criteria below are met and all documentation specified in sub-section 2.6.7 has been delivered, validated, and accepted by BOI/AKTU.

- 4.3.1 System-Wide End-to-End OAT:** The Purchaser and Supplier MUST jointly execute a full end-to-end RLCO lifecycle test covering: RLCO creation by a DFP; submission to BOI/AKTU; return with comments and resubmission; AKTU validation and publication; public portal discovery of the published RLCO; opening and closing a consultation window with submission, moderation, and approved display of at least three comments; RLCO amendment with a new version; and archival. The test MUST also demonstrate: a complete RIS submission through all AKTU gatekeeping states to Registry ID issuance and publication; generation of a complete As-Is workflow, linked IT readiness assessment, and cost impact assessment; and production of a complete sector reform pack for at least one sector. All states, transitions, and artifacts MUST be traceable in the immutable audit log.
- 4.3.2 Performance Benchmark OAT:** The System MUST be subjected to a load test simulating at least two thousand (2,000) concurrent authenticated users on the government portal, and a simultaneous load of at least five thousand (5,000) unauthenticated users on the public portal, prior to go-live clearance. During this load test, all performance targets specified in Table 1.5-A MUST be met: public search and browse response time at or below two (2) seconds at P95; RLCO detail retrieval at or below three (3) seconds at P95; workflow state transition latency at or below five (5) seconds at P95; and the System sustaining two thousand (2,000) simultaneous authenticated DFP and AKTU sessions without exceeding these targets. Performance test results MUST be documented and submitted to BOI/AKTU as part of the Final Acceptance Dossier.

- 4.3.3 Security and Penetration Test OAT:** Prior to Operational Acceptance, the System MUST undergo a third-party VAPT including source code review, with scope covering all portals, APIs, infrastructure components, and integration points. No Critical or High severity finding may remain unresolved at the time of OAT. All findings identified during pre-production testing MUST have been remediated, with evidence of remediation submitted to BOI/AKTU. The Supplier MUST provide a PSS Compliance Matrix demonstrating compliance with all applicable Pakistan Security Standards as a mandatory OAT deliverable. The DR environment MUST be tested to confirm RTO of four (4) hours or less and RPO of one (1) hour or less, with results submitted to the Purchaser.
- 4.3.4 Multi-Jurisdiction OAT:** The System MUST demonstrate concurrent operation across at least two (2) jurisdictions simultaneously during OAT, with DFPs from different jurisdictions creating and submitting RLCOs in parallel and BOI/AKTU managing both queues concurrently. This test validates that jurisdiction-wise RBAC scoping, separate agency onboarding cycles, and tranche management operate correctly for all six jurisdictions (Federal, ICT, Punjab, Sindh, KPK, and Balochistan).
- 4.3.5 TA Workstream Final OAT:** The TA workstream MUST demonstrate the following minimum acceptance conditions as part of Operational Acceptance: at least one complete jurisdiction wave (Federal or ICT) certified with departmental sign-offs captured in the System for all participating agencies; at least one hundred (100) As-Is workflow artifacts verified and approved by BOI/AKTU in the PRR system; at least one complete Sector End-to-End Package reviewed and accepted by BOI/AKTU; and ISIC Rev.4 Activity Selection Note approved for all five sectors. Full TA workstream OAT for all remaining jurisdictions and all one hundred (100) activities continues as a parallel workstream after Platform Operational Acceptance as specified in the TA Implementation Schedule (Table B).
- 4.3.6 Documentation and Knowledge Transfer OAT:** Final Operational Acceptance MUST NOT be granted until all documentation categories specified in sub-section 2.6.1 through 2.6.7 and 2.6.8 have been delivered, validated, and formally accepted by BOI/AKTU. A Knowledge Transfer Completion Report MUST confirm that GoP technical teams have successfully completed training across all roles and can independently operate the PRR platform. BOI/AKTU MUST demonstrate independent execution of at least three (3) end-to-end administrative operations without vendor assistance as evidence of knowledge transfer completion.

Note: *The complexity and scope of Operational Acceptance Testing reflects the national-scale, multi-jurisdictional nature of the PRR and its dual workstream mandate. Pre-commissioning tests (sub-section 4.2) validate individual subsystems against their acceptance hooks. Operational Acceptance Tests (sub-section 4.3) validate the integrated System against all requirements. The Purchaser reserves the right to add supplementary OAT scenarios based on the specific configuration of the System as delivered. All OAT evidence MUST be captured in the Requirements Traceability Matrix (sub-section 2.6.7).*

F. Service Specifications – Recurrent Cost Items

This section specifies the recurrent services that the Supplier **MUST** provide under the Contract or, as specified in the Proposal Data Sheet, under separate contracts. Recurrent Cost Items comprise the services required to sustain the value, security, performance, and continued operability of the PRR Information System following Operational Acceptance. All Recurrent Cost Items **MUST** be priced separately in the Recurrent Cost Sub-Table of the System Inventory Tables (Section SIT-2) and in the corresponding cost tables of the Proposal Forms. Annual Maintenance Contract (AMC) pricing **MUST** be quoted separately as a mandatory line item for Years 1 through 3 (Y1–Y3). Proposals that do not include a three-year AMC quote are non-responsive. The AMC scope **MUST** include AI module maintenance and recalibration, security patches and upgrades, helpdesk and SLA support, and minor enhancements and configuration changes. Where a licensed software solution is proposed, pricing for a ten (10) year licence **MUST** be quoted separately as an additional line item. An optional AMC extension of up to two (2) further years may be invoked at the Purchaser's discretion.

5.1 Warranty Defect Repair

The Supplier **MUST** provide the following warranty defect repair services under the Contract for a minimum period of two (2) years following the formal Go-Live and issuance of the Final Acceptance Certificate (FAC). The warranty period **SHALL** commence upon issuance of the FAC and **SHALL** remain continuously in force for twenty-four (24) months thereafter. Warranty defect repair costs for all items and all sites are included in the Supply and Installation Price and **MUST NOT** be quoted as additional line items in the Recurrent Cost Table.

5.1.1 Warranty Defect Repair Service: During the warranty period, the Supplier **MUST** provide defect repair services covering all functional defects, security vulnerabilities, performance degradation, data integrity issues, and integration failures across all PRR platform modules and services. The Supplier **MUST** maintain and operate a documented issue management process covering defect logging, triage, assignment, resolution, regression testing, and closure. The following response and resolution Service Level Agreements (SLAs) **MUST** be met throughout the warranty period — Critical severity (system down or data at risk): initial response within two (2) hours, resolution within twenty-four (24) hours; High severity (major feature unavailable or significant performance degradation): initial response within four (4) hours, resolution within seventy-two (72) hours; Medium severity (feature impaired with workaround available): initial response within one (1) business day, resolution within ten (10) business days; Low severity (cosmetic or minor usability issue): initial response within two (2) business days, resolution within thirty (30) business days. All defect resolution timelines are measured from the time of confirmed defect logging by the Purchaser. The Supplier **MUST** provide

monthly defect summary reports to BOI/AKTU covering all open and resolved defects with severity classification, root cause, and remediation status.

5.1.2 Security Patch and Update Service: The Supplier MUST apply security patches and software updates to all PRR components within the timelines specified in sub-section 3.4.1: Critical and High severity patches within thirty (30) days of release; Medium severity patches within ninety (90) days of release. All patches MUST be tested in the staging and UAT environment prior to production deployment. A patch deployment log MUST be maintained and submitted to BOI/AKTU monthly. The Supplier MUST NOT deploy a patch to the production environment without prior notification to BOI/AKTU and a defined rollback plan.

5.1.3 AI Module Maintenance and Recalibration: The Supplier MUST provide periodic maintenance and recalibration of all AI Assist Module components, including the AI orchestrator, job queue configurations, prompt templates, scoring logic, and vector database, to ensure continued accuracy, relevance, and alignment with updated RLCO data and regulatory content. AI recalibration MUST be conducted at least annually, or more frequently if BOI/AKTU identifies material degradation in AI output quality. All AI module updates MUST comply with the AI governance guardrails specified in sub-section 1.2.10.1, including operation exclusively within government-controlled hosting and full human oversight of outputs.

5.1.4 Hypercare Support Period: Immediately following go-live, the Supplier MUST provide a structured hypercare support period of a minimum of three (3) to six (6) months, during which the Supplier MUST maintain on-call technical assistance with issue resolution SLAs as specified in clause 5.1.1; shadow, mentor, and progressively hand over operational control to GoP IT teams; proactively monitor system stability, performance, and security during real-world usage; rapidly address user adoption issues and workflow configuration gaps identified during the initial live period; and ensure that all defects identified during hypercare are resolved within the warranty SLA timelines. An extended transition support period of six (6) to twelve (12) months beyond the minimum hypercare period is strongly recommended to achieve full institutional independence. During the hypercare period, Government IT staff MUST shadow the Supplier team and progressively take over operational responsibilities as part of the knowledge transfer process.

5.1.5 Software and Licence Updates: All software components, frameworks, libraries, and open source dependencies incorporated in the PRR MUST be kept current during the warranty period, with updates applied to address newly disclosed vulnerabilities, compatibility issues, and end-of-life risks. Where the PRR incorporates licensed third-party software, the Supplier MUST maintain all required licences and ensure continuity of vendor support throughout the warranty period. Software and firmware licence renewals and updates for all items and all sites are included in the Supply and Installation Price for the warranty period and MUST NOT be quoted as additional line items.

Table 5.1-A: Warranty Defect Repair — Mandatory Response and Resolution SLAs

Severity	Definition	Initial Response	Resolution Target

Critical	System down, data at risk, security breach, or complete platform unavailability	2 hours	24 hours
High	Major feature unavailable, significant performance degradation, or data access failure	4 hours	72 hours
Medium	Feature impaired but workaround available; moderate impact on operations	1 business day	10 business days
Low	Cosmetic issue, minor usability problem, or documentation gap	2 business days	30 business days

5.2 Technical Support and Post-Deployment Engagement

The Supplier MUST provide the following technical support services under the Contract or under separate contracts as specified in the Proposal Data Sheet. These services cover post-operational-acceptance technical assistance for system evolution, helpdesk support for end users and platform administrators, and continued TA workstream engagement for regulatory mapping and reform facilitation beyond the initial Platform Operational Acceptance milestone.

Part A — Platform Technical Support

5.2.1 User Support and Helpdesk: The Supplier MUST operate a helpdesk function available to BOI/AKTU platform administrators and government portal users during GoP working hours at minimum, covering: fault reporting and triage; guidance on platform configuration and administration tasks including template management, taxonomy updates, and workflow configuration; technical assistance with bulk import, BPMN authoring, and IT readiness assessment workflows; and escalation to the development team for confirmed defects under the SLAs specified in clause 5.1.1. A helpdesk ticketing system accessible to BOI/AKTU MUST be maintained, with monthly helpdesk performance reports covering ticket volumes, resolution times, categories, and escalation rates submitted to the Purchaser.

5.2.2 Technical Assistance for System Evolution: The Supplier MUST provide on-demand technical assistance for post-operational-acceptance system evolution activities arising from changes in law and regulation, policy directives, PRMI Strategy implementation

requirements, or Purchaser-initiated enhancement requests. This includes — schema and taxonomy amendments to reflect new regulatory classification requirements; workflow configuration changes to accommodate new review stages or governance rules; integration updates to connect to additional government systems; module enhancements for additional business functions identified through operational experience; and AI module recalibration as specified in clause 5.1.3. Technical assistance for system evolution **MUST** be scoped, priced, and implemented through the change management process specified in sub-section 2.1.6. Minor enhancements and configuration changes within the AMC scope **MUST** be accommodated within the agreed AMC ceiling.

5.2.3 Post-Warranty Maintenance Services: Following expiry of the two-year warranty period, the Supplier **MUST** offer continued post-warranty Annual Maintenance Contract (AMC) services covering — continued defect repair under the SLAs specified in Table 5.1-A; security patch management within the timelines specified in clause 5.1.2; AI module maintenance and recalibration as specified in clause 5.1.3; helpdesk support as specified in clause 5.2.1; software and licence updates for all platform components; and minor enhancements and configuration changes as specified in the AMC scope above. AMC pricing **MUST** be quoted separately for Years 1 through 3 (Y1–Y3) as a mandatory line item in the Recurrent Cost Sub-Table. The Purchaser reserves the right to extend the AMC for up to two (2) additional years at the agreed annual rate.

5.2.4 Performance and Security Audits: During the post-deployment support period, the Supplier **MUST** conduct — an annual performance audit covering availability metrics, response time trends, capacity utilisation, and bulk ingestion performance, with a report and recommendations submitted to BOI/AKTU; and an annual third-party VAPT as specified in sub-section 1.6.6, with remediation of all Critical and High findings within thirty (30) days of test completion. These audits **MUST** be conducted for the full duration of the warranty period and for each year covered by an active AMC.

Part B — Technical Assistance Workstream Post-OA Engagement

5.2.5 Continued Regulatory Mapping Support: The TA workstream continues as a parallel programme beyond Platform Operational Acceptance, following the TA Implementation Schedule milestones (Table B of the Implementation Schedule). During the post-OA phase, the Supplier **MUST** continue to provide: jurisdiction-wise mapping support for Provinces 3 and 4 (KPK and Balochistan) under mapping waves TA-05 and TA-06; rolling As-Is workflow production and verification for all one hundred (100) economic activities across five (5) sectors under TA-07; IT readiness assessments for all one hundred (100) activities under TA-08; To-Be workflow and streamlining packages under TA-09; and stakeholder sessions and seminars aligned to mapping waves under TA-10, running through to Week 95. The Supplier **MUST** submit evidence of TA delivery — agendas, attendance records, validation sign-offs, workflow packs, and issue resolution logs — for all post-OA TA activities as contractual obligations.

5.2.6 Institutional Embedding and Reform Facilitation: During the post-OA period, the Supplier **MUST** support BOI/AKTU to progressively embed the PRR as the institutional

mechanism for regulatory governance, including — supporting AKTU in operationalising the RIS gatekeeping function for new regulations submitted by ministries; providing technical guidance on the use of reform analytics, cost burden dashboards, and sector reform packs for policy decision-making; facilitating structured reform facilitation sessions with key regulatory authorities based on As-Is analysis and To-Be recommendations; and supporting BOI/AKTU in preparing progress reports for CCoRR and other oversight bodies in alignment with the PRMI Strategy performance indicators.

5.3 Requirements of the Supplier's Technical Team (Post-Operational Acceptance)

The Supplier MUST provide a technical team to cover the Purchaser's anticipated post-Operational Acceptance technical assistance and maintenance activities, including modification of the Information System to comply with changing legislation and regulations, continued TA workstream delivery, and platform support. The minimum expected quantities of inputs by the Supplier's technical support team are specified in the Recurrent Cost Sub-Table of the System Inventory Tables (SIT-2). The team composition MUST reflect the dual workstream nature of the post-OA engagement — platform maintenance on the software side, and continued regulatory mapping and reform facilitation on the TA side.

Part A — Platform Support Team (Post-OA)

- 5.3.1 System Analyst:** The post-OA support team MUST include at least one Systems Analyst with demonstrated experience in government information systems and regulatory platforms. The Systems Analyst is responsible for analysing post-OA enhancement requests, translating policy and regulatory changes into platform modification requirements, maintaining the requirements backlog, and ensuring alignment between system evolution and the PRR technical architecture.
- 5.3.2 Database Expert:** The post-OA team MUST include at least one Database Expert with demonstrated experience in enterprise-grade relational databases and search index management. The Database Expert is responsible for schema evolution management, query optimisation, backup and recovery operations, data export and migration support, and maintaining data integrity across all PRR datastores during the support period.
- 5.3.3 Programming and DevSecOps Expert:** The post-OA team MUST include at least one Programming and DevSecOps Expert responsible for implementing approved enhancements, applying security patches, maintaining the CI/CD pipeline, performing infrastructure-as-code updates, managing container orchestration, and supporting GoP IT teams in developing independent operational capability.
- 5.3.4 Security Expert:** The post-OA team MUST include access to a Security Expert for annual VAPT coordination, vulnerability remediation, security audit evidence preparation,

and compliance monitoring against PSS and ISO 27001-aligned controls throughout the warranty and AMC periods.

Part B — Technical Assistance Support Team (Post-OA)

5.3.5 Regulatory TA Support Specialists: The post-OA TA team **MUST** retain sufficient Regulatory Mapping Specialists and BPR Analysts to complete all outstanding TA deliverables under the TA Implementation Schedule (TA-05 through TA-12). This includes jurisdiction deployment specialists for KPK and Balochistan mapping waves, workflow documentation specialists for the completion of the one hundred (100) activity As-Is Workflow Library under TA-07, IT Readiness Assessment completion under TA-08, To-Be Workflow and Streamlining Pack production under TA-09, and stakeholder sessions and seminars through TA-10 to Week 95. The number of TA specialists retained post-OA **MUST** be sufficient to meet the agreed timing milestones in the TA Implementation Schedule without extensions to the agreed completion dates.

5.3.6 Reform Facilitation Expert: The post-OA TA team **MUST** retain at least one Senior Reform Facilitation Expert (equivalent to the Senior BPR Expert specified in the Technical Team requirements under sub-section 2.7) to support BOI/AKTU in the institutional embedding activities specified in clause 5.2.6, including structured reform facilitation sessions with regulatory authorities, regulatory burden analytics interpretation, and PRMI Strategy progress reporting support.

Note: *The minimum quantities of post-OA technical support team inputs by role are specified in the Recurrent Cost Sub-Table of the System Inventory Tables (SIT-2). The Supplier is encouraged to propose additional post-OA support capacity that reflects the scale and complexity of the ongoing TA workstream and the expected platform evolution requirements during the AMC period. Full contractual terms governing post-deployment support, AMC scope, SLA enforcement, and performance remedies are set forth in the Special Conditions of Contract (Section IX).*

IMPLEMENTATION SCHEDULE

The Implementation Schedule summarises when and where Installation and Operational Acceptance are to take place for all Subsystems and the System as a whole, together with all other major Contract milestones. The timings are stated in weeks from Contract Effective Date. The PRR Platform and the Technical Assistance Workstream operate as two parallel, independently tracked workstreams with their own milestone sets and Liquidated Damages triggers. The Proposer MUST specify delivery dates in its Preliminary Project Plan. Site details are provided in Table C (Site Table). Non-working days are set out in Table D.

Table of Contents: Implementation Schedule

Table A — PRR Software Platform Implementation Schedule (Weeks 1–40)

Table B — Technical Assistance Workstream Implementation Schedule (Weeks 1–100)

Table C — Site Table(s)

Table D — Table of Holidays and Other Non-Working Days

Table A — PRR Software Platform Implementation Schedule

Note that Installation - is the week of starting activity and Acceptance - the week of finishing activity.

Line Item No.	Subsystem / Item	Config. Table No.	Site / Site Code	Delivery (Proposer to specify in Preliminary Project Plan)	Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	LD Milestone
0	Project Plan / Inception + Standards Finalisation Plan	--	HQ + DR	Proposer to specify	2	3	No
1	Subsystem 1 — PRR MVP Core (Registry Core + Early Data Entry)	1	HQ + DR	Proposer to specify	10	12	No
2	Subsystem 2 — Workflow Engine and Compliance Controls	2	HQ + DR	Proposer to specify	16	18	No
3	Subsystem 3 — MIS Dashboards, Automated Reminders and Escalations	3	HQ + DR	Proposer to specify	18	20	No

4	Subsystem 4 — Public Portal and CMS + Public Consultation	4	HQ + DR (Public)	Proposer to specify	20	22	No
5	Subsystem 5 — BPMN/BPR Workflows, As-Is/To-Be + Reform Packs	5	HQ + DR	Proposer to specify	22	24	No
6	Subsystem 6 — IT Readiness Assessment Module	6	HQ + DR	Proposer to specify	24	26	No
7	Subsystem 7 — Cost Impact Assessment (SCM/RIA-lite)	7	HQ + DR	Proposer to specify	26	28	No
8	Subsystem 8 — RIS/AKTU Gatekeeping Module (mandatory; priced separately)	8	HQ + DR (Public)	Proposer to specify	28	30	No
9	Subsystem 9 — AI Assist Module (mandatory; priced separately)	9	HQ + DR	Proposer to specify	28	30	No
10	Subsystem 10 — Integrated System Testing and Go-Live Readiness	10	HQ + DR	Proposer to specify	37	38	No
X	Operational Acceptance — System as an Integrated Whole	--	All (HQ + DR)	Proposer to specify	39	40	Yes
Y	Recurrent Cost Items	Y	--	--	--	--	--

Note: Refer to the System Inventory Tables for the specific items and components that constitute each Subsystem. Refer to Table C (Site Table) for details of each site and site code. ' -- ' indicates Not Applicable. The Proposer MUST specify all delivery dates in the Preliminary Project Plan submitted with the Technical Proposal.

Key Platform Milestones Summary

Week 2: Project Plan, Architecture and Design Pack, and Standards Finalisation delivered and accepted.

Week 10: PRR MVP Core live — DFPs can commence early RLCO data entry; BOI/AKTU review loops operational; mapping can begin.

Week 16: Workflow Engine and Compliance Controls operational — full RLCO lifecycle including closure certification active.

Week 18: MIS Dashboards, automated reminders, and escalation ladder operational — national mapping progress tracking active.

Week 20: Public Portal and CMS operational — public registry accessible; consultation pre-moderation active.

Week 22: BPMN/BPR and Reform Packs module operational — As-Is workflow production and To-Be redesign tools active.

Week 24: IT Readiness Assessment Module operational — digital readiness scoring and PBP prioritisation active.

Week 26: Cost Impact Assessment Module operational — SCM/RIA-lite burden calculations and reform comparisons active.

Week 28: RIS/AKTU Gatekeeping Module and AI Assist Module operational — regulatory governance pipeline and AI diagnostics active; reform packs fully functional.

Week 38: Integrated System Testing complete; performance, security, and DR benchmarks certified; documentation and knowledge transfer finalised.

Week 40: Integrated Operational Acceptance of the System as a whole — Final Acceptance Certificate (FAC) issued; full platform and documentation handover complete.

Table B — Technical Assistance Workstream Implementation Schedule (Parallel Workstream, Weeks 1–100)

The TA Workstream runs as a mandatory, independently tracked parallel workstream throughout and beyond the platform development period. Each TA milestone carries its own Liquidated Damages trigger. TA milestones are tracked separately from Platform milestones. The figure of 100 economic activities covering minimum of 5 sectors applies to all TA deliverables in this schedule.

Line Item No.	Subsystem / Item (TA Deliverable)	Config. Table No.	Site / Site Code	Delivery Window (Proposer to specify in Preliminary Project Plan)	Installation (no later than — weeks from Effective Date)	Acceptance (no later than — weeks from Effective Date)	LD Milestone
TA-01	TA Inception and Governance Pack — Jurisdiction rollout plan + stakeholder engagement plan + roles and RACI matrix (6 jurisdictions)	N/A	All (FED, ICT, PUN, SIN, KPK, BAL)	Week 1–4	3	4	TA-01 Acceptance
TA-02	ISIC Rev.4 Activity Selection Note — 5 sectors; 100 activities; ISIC codes and	N/A	All	Week 6–10	10	12	TA-02 Acceptance

	rationale for each activity						
TA-03	Mapping Toolkit Pack (final) + Closure SOP + Training Materials — checklists, SOPs, QA rules, data-entry guidance	N/A	All	Week 10–15	15	17	TA-03 Acceptance
TA-04	<i>PRR Data migration/data population & Training of users:</i> RLCO Mapping Wave 1 — Federal + ICT: onboarding, handholding, validation and departmental closure	N/A	FED, ICT	Week 16–40	40	42	TA-04 Acceptance
TA-05	<i>PRR Data migration/data population & Training of users:</i> RLCO Mapping Wave 2 — Punjab + Sindh: onboarding, handholding, validation and departmental closure	N/A	PUN, SIN	Week 30–60	60	62	TA-05 Acceptance
TA-06	<i>PRR Data migration/data population & Training of users:</i> RLCO Mapping Wave 3 — KPK + Balochistan: onboarding, handholding, validation and departmental closure	N/A	KPK, BAL	Week 40–70	70	72	TA-06 Acceptance
TA-07	<i>PRR Data migration/data population & Training of users:</i>	N/A	All (as applicable)	Week 20–72	72	74	TA-07 Acceptance

	As-Is Workflow Library — 100 economic activities; rolling production and verification; BOI/AKTU validation-stamped						
TA-08	PRR integration with external IT Systems: IT Readiness Register — 100 activities and linked RLCOs; prioritised PBP/automation shortlist with supporting evidence	N/A	All (as applicable)	Week 90–98	92	94	TA-08 Acceptance
TA-09	<i>PRR Data migration/data population & Training of users:</i> To-Be Workflows and Streamlining Packages — 100 activities; traceability from As-Is issue to reform to legal change	N/A	All (as applicable)	Week 40–98	96	98	TA-09 Acceptance
TA-10	<i>PRR Data migration/data population & Training of users:</i> Stakeholder Sessions and Seminars — continuous; aligned to mapping waves across all jurisdictions; agendas, attendance, minutes, action trackers	N/A	All	Week 5–95	As per inception report	-	TA-10 Acceptance
TA-11	TA Closeout and Handover — final TA report; full handover of toolkits, workflow library, IT readiness register, reform packs; BOI/AKTU written acceptance	N/A	All	Week 100	100	100	TA-11 Acceptance

Table C — Site Table(s)

[Specify the detailed information regarding the sites at which the System is to be operated. The Purchaser **MUST** complete the Primary Street Address column prior to issuing the RFP.]

Site Code	Site	City / Town / Region	Primary Street Address	Drawing Reference No. (if any)
HQ	Headquarters — Board of Investment (BOI) / AKTU Secretariat	Islamabad	[To be specified by Purchaser]	--
DR	Disaster Recovery Site	[To be specified]	[To be specified by Purchaser]	--
FED	Federal Government — Ministry / Department Offices	Islamabad	[As applicable per agency]	--
ICT	ICT Administration — Regulatory Authorities	Islamabad	[As applicable per agency]	--
PUN	Punjab Province — Regulatory Authorities	Lahore (primary)	[As applicable per agency]	--
SIN	Sindh Province — Regulatory Authorities	Karachi (primary)	[As applicable per agency]	--
KPK	Khyber Pakhtunkhwa Province — Regulatory Authorities	Peshawar (primary)	[As applicable per agency]	--
BAL	Balochistan Province — Regulatory Authorities	Quetta (primary)	[As applicable per agency]	--

Note: The PRR is a cloud-hosted system with no fixed physical installation sites. The Site Codes above represent the jurisdictional operational zones and the HQ and DR hosting environments. Government user access is remote and web-based across all jurisdictions. The Purchaser **MUST** complete all address fields before issuing this RFP. ' -- ' indicates Not Applicable.

Table D — Holidays and Other Non-Working Days

Applicable list of holidays will be as notified by on the website of Cabinet Division, Government of Pakistan.

SYSTEM INVENTORY TABLES

Table of Contents: System Inventory Tables

SIT-1 — System Inventory Table: Supply and Installation Cost Items

SIT-2 — System Inventory Table: Recurrent Cost Items

SIT-1 — System Inventory Table: Supply and Installation Cost Items

The following table catalogues all goods and services constituting the PRR Information System and the Technical Assistance Workstream. All items **MUST** be priced separately in the corresponding Proposal Forms. Proposers **MUST** price each line item individually. Subsystems 8 (RIS/AKTU Gatekeeping) and 9 (AI Assist) **MUST** be priced as separate mandatory subsystem line items. Quantities marked '--' are Not Applicable.

Component No.	Component / Deliverable	Relevant Technical Specifications No.	Additional Information Site	Qty
0.	Project Plan / Inception Deliverables	VII-All	HQ (All environments)	1
0.1	Preliminary Project Plan + Detailed Workplan + Risk Register + QA Plan	VII-All	HQ	1
0.2	Template Finalisation Package — approved RLCO template version (Table 1) + taxonomy + data dictionary + configuration in PRR	VII-M1	HQ	1
0.3	Architecture and Design Pack — component, deployment, data, security, and integration designs	VII-M1–M10	HQ	1
0.4	SAT/UAT Strategy + Test Scripts (mapped to Section VII requirements)	VII-All	HQ	1
1.	Subsystem 1 — PRR MVP Core for Early Data Entry	VII-M1, M4	HQ (DEV/UAT/PROD)	1
1.1	PRR Registry Core Application — Table 1 baseline template engine, versioning, legal linkage, and attachments	VII-M1	HQ	1
1.2	Agency Registry + User Provisioning — DFP accounts, RBAC, MFA for privileged roles	VII-M1, M4	HQ	1
1.3	MVP RLCO submission loop — Draft / Submit / Return / Resubmit / Validate / Publish	VII-M2	HQ	1

1.4	Bulk Import to Staging + Validation Error Reports (CSV/Excel)	VII-M4	HQ	1
1.5	Search and Index — internal search on PRR data; published view index baseline	VII-M1, M8	HQ	1
1.6	Deployment Package for MVP — DEV, UAT, and PROD environments with scripts and configuration	VII-M1–M4	HQ	3
2.	Subsystem 2 — Workflow Engine and Compliance Controls	VII-M2, M4	HQ (DEV/UAT/PROD)	1
2.1	Workflow Orchestrator + Queues + SLA Timers (core workflow engine)	VII-M2	HQ	1
2.2	Closure/Certificate Workflow — two-stage inventory count + anomaly flags + digital sign-off	VII-M2, M4	HQ	1
2.3	Notification Engine — email, SMS, in-app alerts + template manager (operational reminders and escalations)	VII-M2, M3	HQ	1
2.4	Immutable Audit Log Service — workflow and critical events	VII-M1–M3	HQ	1
3.	Subsystem 3 — MIS Dashboards and Automated Reminders/Escalations	VII-M3	HQ (DEV/UAT/PROD)	1
3.1	MIS Dashboards — progress, completeness/QA, closure status, CCoRR dashboard, anomaly variance view	VII-M3	HQ	1
3.2	Automated Reminders and Escalation Ladder — DFP → Agency Head → BOI/AKTU + notification audit reports	VII-M3	HQ	1
3.3	Export Packs — agency snapshot, jurisdiction pack, sector end-to-end packs, CCoRR Reform Velocity Report	VII-M3	HQ	1
4.	Subsystem 4 — Public Portal and CMS + Public Consultation (Pre-Moderation)	VII-M8	Public + HQ	1
4.1	Public Portal UI — semantic search, Business Journey Bundles, browse, filter, view, download published RLCOs	VII-M8	Public zone	1
4.2	Content Management System (CMS) — static pages, announcements, FAQs, multilingual content	VII-M8	HQ	1
4.3	Consultation Windows (minimum 30 days enforced) + Pre-Moderation Console + Redaction tools	VII-M8	HQ + Public	1

4.4	Public APIs — published RLCO data only; throttled and authenticated; OpenAPI documented	VII-M8	HQ	1
5.	Subsystem 5 — BPMN/BPR As-Is and To-Be Workflows + Reform Packs	VII-M5	HQ	1
5.1	BPMN 2.0 Repository — store, version, import/export	VII-M5	HQ	1
5.2	BPMN Authoring/Editing — web-based editor or offline editing with import	VII-M5	HQ	1
5.3	Workflow PDF Rendering + structured workflow data exports (BPMN XML + PDF + JSON/CSV)	VII-M5	HQ	1
5.4	Bottleneck Tagging + To-Be Redesign Metadata + Legal Traceability hooks	VII-M5	HQ	1
5.5	Reform Pack Export — ZIP (BPMN + PDF + structured data + legal links) and PDF book	VII-M5	HQ	1
6.	Subsystem 6 — IT Readiness Assessment Module	VII-M6	HQ	1
6.1	IT Readiness Data Model + Scoring Engine + Approval Workflow	VII-M6	HQ	1
6.2	Integration Dependency Matrix + Readiness Reports + Exports (Excel/CSV + PDF)	VII-M6	HQ	1
7.	Subsystem 7 — Cost Impact Assessment Module (SCM/RIA-lite)	VII-M7	HQ	1
7.1	Assumptions Library (versioned) + Built-in Calculator Engine	VII-M7	HQ	1
7.2	Multi-Currency Reporting (PKR default) + Exchange Rate Snapshot storage	VII-M7	HQ	1
7.3	As-Is vs To-Be Comparison Dashboards + Excel/PDF Export (As-Is / To-Be / Summary tabs)	VII-M7	HQ	1
8.	Subsystem 8 — RIS/AKTU Gatekeeping Module (Mandatory; priced separately as independent subsystem)	VII-M9	HQ + Public	1
8.1	Ministry/Regulator Submission Portal — draft regulation + structured RIS form builder + e-sign	VII-M9	HQ	1
8.2	AKTU Completeness Check Gate + Technical Review + Enhanced Review routing	VII-M9	HQ	1

8.3	Approved for Consultation state + consultation linkage to Public Portal (Module 8)	VII-M9, M8	HQ + Public	1
8.4	Registry ID Issuance + Gazette Metadata Capture (integration-ready) + digital signature	VII-M9	HQ	1
8.5	Sunset Monitoring + Post-Implementation Review Workflow + KPI tracking	VII-M9	HQ	1
9.	Subsystem 9 — AI Assist Module (Mandatory; priced separately as independent subsystem)	VII-M10	HQ	1
9.1	AI Orchestrator + Job Queue + Governance Logs (asynchronous AI task management)	VII-M10	HQ	1
9.2	AI Diagnostic Batch — AI-1 (process flow) + AI-2 (cost/burden) + AI-4 (best-practices) → AI Diagnostic Pack artifact	VII-M10	HQ	1
9.3	AI-3 Consultation Analysis → Consultation AI Report artifact (themes + sentiment + risk flags)	VII-M10	HQ	1
9.4	Vector Database — semantic similarity and conflict detection + artifact store integration	VII-M10	HQ	1
9.5	Human Approval Gates for all AI artifacts + full audit trail and traceability	VII-M10	HQ	1
10.	Subsystem 10 — Integrated Operational Acceptance and Go-Live Readiness	VII-All	HQ (DEV/UAT/PROD)	1
10.1	Integrated System Testing — end-to-end RLCO + RIS flows across all modules	VII-All	HQ	1
10.2	Performance + Security Validation + Hardening Evidence (VAPT, PSS matrix, DR drill)	VII-All	HQ	1
10.3	Final Handover Pack — source code, deployment scripts, as-built docs, configuration snapshots	VII-All	HQ	1
10.4	Go-Live Support — initial stabilisation period with on-call and issue resolution SLA	VII-All	HQ/PROD	1
TA.	Technical Assistance Workstream — Minimum Deliverables (parallel workstream)	VII-1.2.11	All jurisdictions	1
TA-01	TA Workplan and Governance Pack — jurisdiction rollout plan + RACI	VII-1.2.11	All (FED, ICT, PUN, SIN, KPK, BAL)	1
TA-02	ISIC Rev.4 Activity Selection Note — 100 activities covering minimum of 5 sector	VII-1.2.11	All	1

TA-03	Mapping Toolkit Pack — checklists, SOPs, QA rules, data-entry guidance, closure SOP templates	VII-1.2.11	All	1
TA-04	Jurisdiction Wave 1 Completion Pack — Federal + ICT (onboarding, handholding, validation, closure)	VII-1.2.11	FED, ICT	1
TA-05	Jurisdiction Wave 2 Completion Pack — Punjab + Sindh (onboarding, handholding, validation, closure)	VII-1.2.11	PUN, SIN	1
TA-06	Jurisdiction Wave 3 Completion Pack — KPK + Balochistan (onboarding, handholding, validation, closure)	VII-1.2.11	KPK, BAL	1
TA-07	As-Is Workflow Library — 100 activities; rolling production/verification; BOI/AKTU validation-stamped	VII-1.2.11	All (as applicable)	1
TA-08	IT Readiness Register — 100 activities + linked RLCOs; prioritised PBP/automation shortlist with evidence	VII-1.2.11	All (as applicable)	1
TA-09	To-Be Workflows and Streamlining Packages — 100 activities; traceability to As-Is issues and legal changes	VII-1.2.11	All (as applicable)	1
TA-10	Stakeholder Sessions and Seminars Log — continuous; all jurisdictions; agendas, attendance, minutes, action trackers	VII-1.2.11	All	1
TA-11	Five Sector End-to-End Reform Packages — 5 sectors (RLCO set + As-Is + IT readiness + To-Be + legal notes)	VII-1.2.11	All	5
TA-12	TA Closeout and Handover — final TA report + all toolkits, workflow library, readiness register, reform outputs; BOI/AKTU written acceptance	VII-1.2.11	All	1

Note: AMC pricing *MUST* be quoted separately as a mandatory line item for Years 1–3 (Y1–Y3). Proposals failing to include a three-year AMC quote are non-responsive. If a licensed software solution is proposed, 10-year licence pricing *MUST* also be quoted separately. AMC scope includes: AI module maintenance/recalibration, security patches and upgrades, helpdesk and SLA support, and minor enhancements and configuration changes. An optional AMC extension of up to two (2) additional years may be invoked at the Purchaser's discretion. ' -- ' indicates Not Applicable. ' ' ' indicates repetition of the table entry above.

SIT-2 — System Inventory Table: Recurrent Cost Items

The following table specifies all recurrent services to be provided under or pursuant to the Contract following Operational Acceptance. All Recurrent Cost Items *MUST* be priced separately in the corresponding Proposal Forms. Warranty defect repair and software licence updates are included in the Supply and Installation Price for the warranty period and are not separately priced here. Post-warranty

AMC items MUST be priced for Years 1 through 3 as a mandatory requirement, with indicative pricing for Years 4 and 5 at the Purchaser's option.

Line Item No.	Component / Service	Tech. Spec. No.	Year 1 (Y1)	Year 2 (Y2)	Year 3 (Y3)	Year 4+ (Yn)
1.	WARRANTY PERIOD RECURRENT SERVICES					
1.1	Warranty Defect Repair and Bug Fixing — Critical, High, Medium, Low severity (all items, all sites; SLAs as per Section 5.1.1)	VII-5.1.1	Included in Supply and Installation Price	Included in Supply and Installation Price	Included in Supply and Installation Price	--
1.2	Security Patches and Software Updates — all components within timelines per Section 5.1.2 (all items, all sites)	VII-5.1.2	Included in Supply and Installation Price	Included in Supply and Installation Price	Included in Supply and Installation Price	--
1.3	AI Module Maintenance and Recalibration — minimum annual; all AI Assist Module components (Section 5.1.3)	VII-5.1.3	Included in Supply and Installation Price	Included in Supply and Installation Price	Included in Supply and Installation Price	--
1.4	Software and Licence Renewals — all platform components (all items, all sites)	VII-5.1.5	Included in Supply and Installation Price	Included in Supply and Installation Price	Included in Supply and Installation Price	--
2.	POST-WARRANTY AMC SERVICES (Mandatory; quote Y1–Y3 separately — non-responsive if absent)					
2.1	AMC — Defect Repair and Bug Fixing (all severities per SLAs in Section 5.1.1)	VII-5.2.3	Proposer to quote	Proposer to quote	Proposer to quote	Optional (Purchaser's discretion)
2.2	AMC — Security Patch Management (Critical/High ≤30 days; Medium ≤90 days)	VII-5.2.3	Proposer to quote	Proposer to quote	Proposer to quote	Optional
2.3	AMC — AI Module Maintenance and Recalibration (minimum annual)	VII-5.2.3	Proposer to quote	Proposer to quote	Proposer to quote	Optional

2.4	AMC — Software and Licence Renewals (all platform components and open source dependencies)	VII-5.2.3	Proposer to quote	Proposer to quote	Proposer to quote	Optional
2.5	AMC — Minor Enhancements and Configuration Changes within agreed AMC scope ceiling	VII-5.2.3	Proposer to quote	Proposer to quote	Proposer to quote	Optional
3.	LICENSED SOFTWARE (if applicable)					
3.1	Software Licence — 10-year licence pricing (if a licensed platform is proposed; quote separately as mandatory line item)	VII-2.2.3	Proposer to quote if applicable	"	"	Years 4–10 (Proposer to quote)
4.	POST-OA TECHNICAL SERVICES					
4.1	Platform Technical Support Team — System Analyst (post-OA platform evolution and schema management; see Section 5.3.1)	VII-5.3.1	Proposer to specify days	Proposer to specify days	Proposer to specify days	As required
4.2	Platform Technical Support Team — Database Expert (schema evolution, optimisation, backup; see Section 5.3.2)	VII-5.3.2	Proposer to specify days	Proposer to specify days	Proposer to specify days	As required
4.3	Platform Technical Support Team — DevSecOps/Programming Expert (enhancements, pipeline, infrastructure; see Section 5.3.3)	VII-5.3.3	Proposer to specify days	Proposer to specify days	Proposer to specify days	As required
4.4	Platform Technical Support Team — Security Expert (VAPT coordination, compliance monitoring; see Section 5.3.4)	VII-5.3.4	Proposer to specify days	Proposer to specify days	Proposer to specify days	As required
5.	POST-OA TECHNICAL ASSISTANCE WORKSTREAM SERVICES (Parallel workstream continuation)					
5.1	Regulatory Mapping Specialists — Jurisdiction Waves 2 and 3 (KPK, Balochistan) + rolling As-Is workflow production (Section 5.3.5)	VII-5.3.5	Proposer to specify	Proposer to specify	--	--
5.2	IT Readiness Assessment Completion — 100 activities; see TA-08 in Implementation Schedule	VII-5.3.5	Proposer to specify	Proposer to specify	--	--

5.3	To-Be Workflow and Streamlining Package Completion — 100 activities; see TA-09	VII-5.3.5	Proposer to specify	Proposer to specify	--	--
5.4	Stakeholder Sessions and Seminars — continuing through Week 95 (see TA-10)	VII-5.3.5	Proposer to specify	Proposer to specify	--	--
5.5	Senior Reform Facilitation Expert — AKTU institutional embedding and PRMI reporting support (Section 5.3.6)	VII-5.3.6	Proposer to specify days	Proposer to specify days	Proposer to specify days	As required
6.	ANNUAL AUDITS (within Warranty Period and each AMC Year)					
6.1	Annual Performance Audit — availability metrics, response time trends, capacity utilisation, bulk ingestion performance; report and recommendations	VII-5.2.4	Proposer to quote	Proposer to quote	Proposer to quote	Proposer to quote
6.2	Annual Third-Party VAPT (Vulnerability Assessment and Penetration Testing) including source code review; remediation of Critical/High findings ≤30 days	VII-5.2.4, 1.6.6	Proposer to quote	Proposer to quote	Proposer to quote	Proposer to quote

Note: '--' indicates Not Applicable. ' "' indicates repetition of the entry above. Warranty defect repair, security patches, AI module maintenance, and licence renewals in rows 1.1–1.4 are included in the Supply and Installation Price and MUST NOT be separately priced for the warranty period. Post-warranty AMC pricing in rows 2.1–2.5 MUST be quoted for Y1–Y3; proposals failing to quote are non-responsive. TA post-OA services in rows 5.1–5.5 run as a parallel workstream per the TA Implementation Schedule (Table B) and continue beyond platform OAT at Week 40. The Purchaser will specify the quantities (person-days) for Technical Services rows 4.1–4.4 and 5.5 in the Proposal Data Sheet prior to issuing this RFP.

BACKGROUND AND INFORMATIONAL MATERIALS

This section provides the background and informational context for the Pakistan Regulatory Registry (PRR) procurement. It comprises the PRR Programme Context and Policy Background, a description of the existing regulatory landscape and mapping gaps, the authoritative RLCO Data Structure reference (ANNEX VII-A), the Risk Allocation Matrix, and the reference standards and frameworks applicable to this Contract. These materials are provided to assist Proposers in understanding the environment in which the System will operate and to inform the preparation of technically and commercially responsive Proposals.

BIM-1 PRR Programme Context and Policy Background

The Pakistan Regulatory Registry (PRR) is a flagship initiative of the Government of Pakistan, led by the Board of Investment (BOI) and implemented through the Asaan Karobar Technical Unit (AKTU). The PRR is mandated by the Asaan Karobar Act, 2025 as the authoritative national digital registry of all RLCOs applicable to businesses and investors across Pakistan's six jurisdictions — Federal, ICT, Punjab, Sindh, Khyber Pakhtunkhwa, and Balochistan. The Act designates the PRR as the legal basis for standardisation of regulatory information at the national level, the creation of the Pakistan Business Portal (PBP), and the operationalisation of the PRMI Strategy regulatory simplification programme.

The Pakistan Regulatory Modernisation Initiative (PRMI) Strategy, adopted by the Government of Pakistan, provides the overarching policy framework that mandated the creation of the PRR as the central instrument of Pakistan's regulatory reform programme. Under the PRMI Strategy, the PRR is the primary mechanism through which regulatory stock reviews are conducted, regulatory burdens are measured and reduced using Standard Cost Model (SCM) and Regulatory Impact Assessment (RIA) methodologies, and reform outcomes are tracked and reported at the national and jurisdictional levels. The PRMI Strategy further provides the basis for national standardisation of regulatory and registry information across all participating jurisdictions.

The Digital Nation Pakistan Act, 2025 establishes the overarching legal framework for digital government services, public-sector information system interoperability, and open data obligations for government-held regulatory information. The PRR is a principal implementation instrument of this Act, required to meet its standards for digital identity, API governance, data sharing, and citizen access to government digital services.

The PRR procurement covers two co-equal workstreams: (i) design, development, supply, installation, and commissioning of the PRR platform — a national multi-jurisdictional digital system comprising ten mandatory functional modules; and (ii) a Technical Assistance programme for jurisdiction-wise RLCO mapping, capacity building, As-Is and To-Be workflow documentation for one hundred (100) priority economic activities across five (5) sectors, IT readiness assessment, and reform facilitation. The TA workstream is co-equal to the software workstream and is the mechanism through which the PRR becomes a live, populated, and reform-active national registry.

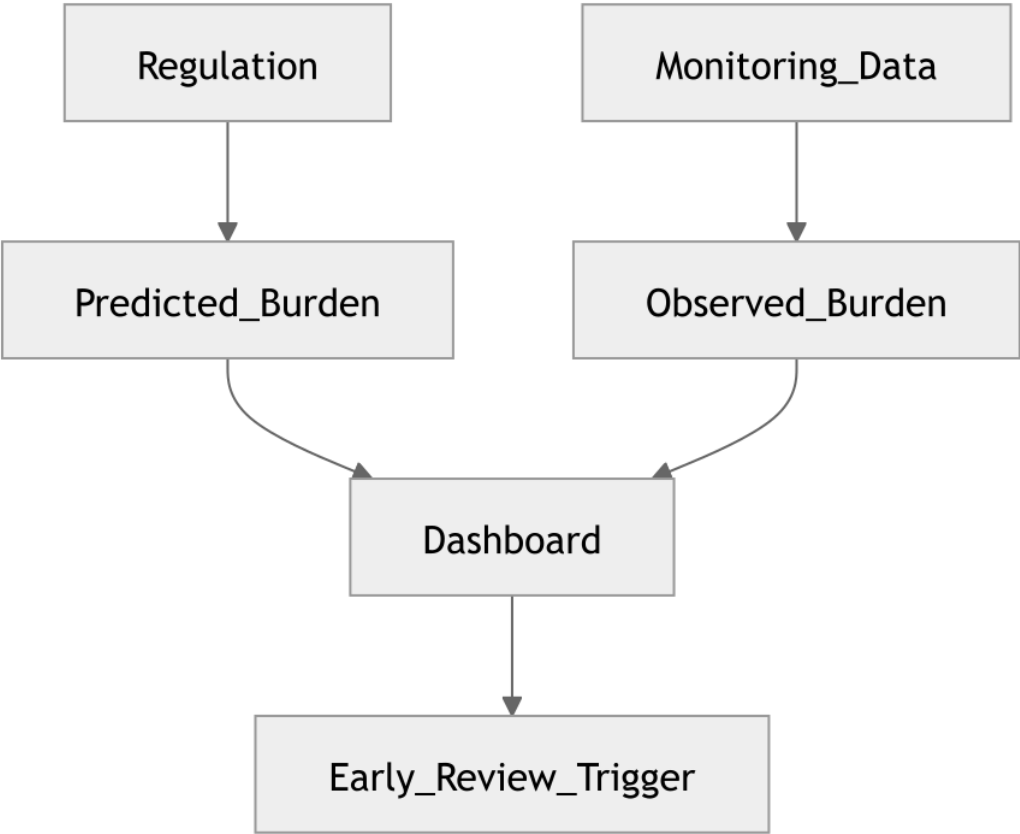


Figure J: PRR Stakeholder Ecosystem and Engagement Framework

BIM-2 Existing Regulatory Landscape and Mapping Gaps

Pakistan's regulatory landscape is characterised by a large and complex stock of regulatory obligations spanning federal ministries, attached departments, provincial regulatory authorities, and ICT regulatory bodies. RLCOs are established through primary legislation (Acts of Parliament), secondary legislation (Rules and Regulations), administrative instruments (Statutory Regulatory Orders and Notifications), departmental guidelines, and licensing procedures. No single national repository currently exists to capture, standardise, and publish this regulatory stock in a machine-readable format accessible to businesses, investors, and the public.

Table BIM-2-A: Regulatory Sources for RLCO Identification

Source	Description
Primary Legislation	Acts of Parliament establishing the legal authority for regulatory obligations
Secondary Legislation	Rules and Regulations made under primary legislation
Administrative Instruments	Statutory Regulatory Orders (SROs), Notifications, and administrative orders
Departmental Guidelines	Operational circulars and internal procedures governing RLCO administration
Licensing Procedures	Permit, registration, and certification processes issued by regulatory authorities

Table BIM-2-B: Jurisdictional Coverage

Jurisdiction	Scope
Federal Government	All federal ministries, divisions, departments, and attached bodies
Islamabad Capital Territory	ICT regulatory authorities and local regulatory bodies
Punjab	Punjab provincial departments, boards, and regulatory authorities
Sindh	Sindh provincial departments, boards, and regulatory authorities
Khyber Pakhtunkhwa	KPK provincial departments, boards, and regulatory authorities
Balochistan	Balochistan provincial departments, boards, and regulatory authorities

Table BIM-2-C: TA Workstream Mapping Waves

Wave	Jurisdiction and Focus
Wave 1	Federal Government and Islamabad Capital Territory — baseline registry establishment; major business regulations; full federal coverage (Weeks 16–40)
Wave 2	Punjab and Sindh provinces (Weeks 30–60)
Wave 3	Khyber Pakhtunkhwa and Balochistan provinces (Weeks 40–70)

The RLCO mapping programme targets a minimum of one hundred (100) priority economic activities across five (5) sectors aligned to the International Standard Industrial Classification of All Economic Activities (ISIC Rev.4), with ten (10) activities per sector as the minimum. The specific sectors and activities will be confirmed in TA Deliverable TA-D2 (ISIC Rev.4 Activity Selection Note) during the first ten (10) weeks of the Contract.

Table BIM-2-D: Key TA Mapping and Reform Deliverables

Deliverable	Description
RLCO Inventory as a capability of Registry	Firm will handhold training sessions and arrange workshops for comprehensive identification of RLCOs across participating jurisdictions through regulatory scan and departmental consultation
Structured RLCO Dataset	Machine-readable regulatory dataset conforming to PRR Table 1 (ANNEX VII-A) and Table 2 extended fields, ready for bulk PRR ingestion
As-Is Workflow Library	100 BPMN 2.0 compliant As-Is workflow diagrams covering steps, actors, documents, fees, processing times, and inspection requirements for each priority economic activity
IT Readiness Register	Structured digital readiness assessments for all 100 priority activities, including PBP automation prioritisation and integration dependency matrix
To-Be Workflows and Reform Packs	Redesigned To-Be workflows with streamlining recommendations, legal traceability, and reform pack outputs for all 100 activities covering 5 sectors minimum
Five Sector End-to-End Packages	Complete reform packages per sector consolidating mapped RLCO set, As-Is workflows, IT readiness findings, To-Be workflows, and legal drafting outputs
Mapping Toolkit	Checklists, SOPs, QA rules, data-entry guidance, and closure SOP templates for sustainable use by BOI/AKTU beyond the Contract period

BIM-3 ANNEX VII-A — RLCO Data Structure Reference

The following tables constitute ANNEX VII-A and define the authoritative standardised data structure for RLCO records in the Pakistan Regulatory Registry. Table 1 specifies the base template minimum dataset. Table 2 specifies the extended fields covering As-Is governance, statutory forms, and lifecycle gap fields. Every RLCO entered into the PRR MUST capture all mandatory fields in Table 1 at a minimum. The extended fields in Table 2 MUST be captured

where applicable (especially administrative procedures). The PRR Template Manager **MUST** implement these tables as the configurable RLCO data entry template as specified in sub-section 1.2.1 of the Technical Requirements. Every field in both tables carries a data classification tag as required by sub-section 1.3.3.4.

Table 1 — Base Template: Minimum Dataset for RLCO Data Collection

Note: Table 1 is the authoritative minimum dataset for PRR RLCO records. All fields below are mandatory in the PRR data entry template unless marked as conditional. The PRR Template Manager **MUST** enforce completeness of all mandatory fields before an RLCO can be submitted for validation.

Field	Description
Name of RLCO	Official name of the RLCO as defined by the implementing agency.
Type of RLCO	Indicate whether the RLCO refers to a registration, licence, permit, notification/declaration, accreditation, concession, certification, NOC, or other regulatory obligation type.
Ministry	Name of the implementing Ministry.
Department	Name of the Department or Division under the implementing Ministry.
Office	Name of the specific Office under the Department, if different from the above.
Level of Government	Federal or Provincial, including all government entities linked to federal or provincial departments issuing RLCOs for businesses.
Brief Description of the RLCO	A brief explanation in user-friendly language of the main purpose of the RLCO and why it is required.
Legal Basis of the RLCO	Full legal basis including: name of the legal instrument; type of legal instrument (Act, Bylaw, Notification, Administrative Order, etc.); specific sections, articles, paragraphs, or numerals. Where available, include the legal basis establishing the RLCO's response time, cost, requirements, and prescribed form or template.
Requirements	A list of all requirements with a description of what each requirement is and how it can be obtained. For each requirement, indicate: (a) whether it requires third-party intervention (Yes/No; if Yes, specify the nature and the third party); (b) whether the requirement must be obtained from another government agency (Yes/No; if Yes, specify which agency).

Form or Template	Indicate if the application must be submitted using a prescribed form or template (Yes/No). If Yes, for each form/template provide: name of the form/template; whether it can be downloaded online (with link); whether it can be submitted online (with link).
Steps	List of steps to complete the RLCO application. Where both online and in-person options exist, provide separate step lists for each channel.
Response Time	The statutory or administrative time to authorise or reject the application, as defined in the applicable legal or regulatory instrument.
Cost	If a fee applies, describe: cost in local currency (PKR); fee calculation formula if applicable; payment location (agency office, bank, or online with link); and the stage of the process at which payment must be made.
Who Can Apply?	Description of who is authorised to submit the RLCO application (e.g., business owner, legal representative, authorised agent).
Relevance	Indication of which sectors, business types, and activities the RLCO applies to, and the jurisdictional scope.
Methodology for Approval or Rejection	Description of the criteria used by the competent authority to approve or reject an application, based on the legal basis and applicable regulatory framework. Include information on available appeal mechanisms and whether the 'silence is consent' principle applies.
Contact of Responsible Authority	Contact information for the public official or custodian unit: name, position, email, telephone (with extension), office address, and business hours.
Expiration of the RLCO	Validity period of the issued authorisation, if applicable (e.g., one year, three years, five years).
Inspection	Whether an inspection is required (Yes/No). If Yes, provide: name of the inspection; its purpose; when it occurs; the inspecting authority; frequency per fiscal year; and whether online authorisation of inspection exists (with details of the process).
Record Keeping Obligations	Whether the applicant must retain any information related to the approved RLCO after issuance (Yes/No). If Yes, specify what must be kept and for how long.
Assessment of RLCO's Digital Readiness	A structured digital readiness assessment covering: whether the RLCO can be digitalised under existing legal provisions; whether an e-permitting system exists or is in use; capacity for PBP integration (in-house team, active software contract, etc.); internet connectivity of the issuing agency; ICT infrastructure of the issuing agency; and level of digital literacy of the agency's staff.

Additional Information	Any additional information relevant to the applicant that is not captured in the fields above.
Frequency	Where available, data on the number of applications received and processed for 2023, 2024, and 2025, disaggregated by month.

Table 2 — Extended Fields: As-Is Governance, Statutory Forms, and Lifecycle Gaps

Note: Table 2 extended fields are captured where applicable during the RLCO mapping process. These fields fill governance and lifecycle data gaps not covered by Table 1 and are essential for As-Is workflow documentation, legal traceability, and regulatory reform analysis.

Field	Description
RLCO ID	Unique RLCO identifier used in the PRR — system-generated or system-validated; must be unique across all jurisdictions; non-editable once issued.
Prescribed Application Form Reference	If the legal basis prescribes a statutory form number or name for application (e.g., Form J), record the prescribed form reference and cite the legal basis location.
Prescribed Supporting Affidavits/Declarations	If the legal basis prescribes affidavit or declaration forms (e.g., Forms K/L/M/N), list all required prescribed forms and cite the legal basis location.
Prescribed Output/Approval Form Reference	If the legal basis prescribes a statutory form number or name for the issued authorisation (e.g., Form H), record the prescribed form reference and cite the legal basis location.
Prescribed Renewal Form/Register Reference	If renewal requires a prescribed form or register entry (e.g., staff register Form I), record the prescribed reference and cite the legal basis location.
Intermediate Scrutiny/Review Body	If the process includes an intermediate scrutiny body or committee (e.g., Electric Committee), record its name, role, and the legal basis or SOP reference.
Final Decision Body	If final approval is taken by a board or committee (e.g., Licensing Board), record its name and role and cite the source.
Composition of Decision Body	If the board or committee composition is defined (members and roles), record the composition and cite the source.

Interview/Hearing Requirement	Indicate whether an interview or hearing is required (Yes/No). If Yes, describe when it occurs and which authority conducts it.
Deficiency/Objection Handling Loop	Indicate whether deficiencies can be raised and rectified (Yes/No). Describe how a deficiency notice is issued and how resubmission of the application occurs.
Statutory Register Entry Requirement	Indicate whether an official register entry is required as part of the process (Yes/No). If Yes, name the register and specify at which step it is updated.
Inspection Checklist/Criteria Summary	If an inspection is required, record a structured summary of inspection criteria or checklist (e.g., premises, tools, instruments) and cite the source.
Inspection Output Artifact	If the inspection produces an official report, record the report name, format, and who signs and owns it.
Fee Breakdown	If multiple fees exist, record each separately: initial fee, renewal fee, late fee, other charges — each with amount, currency, and legal basis reference.
Payment Channel Details	If payment is made through a specific channel (bank, treasury, online), record the channel, bank name where applicable, and proof of payment required.
Financial Security Instrument	If a solvency certificate, bank guarantee, or deposit is required, record the instrument type, amount, conditions, and legal basis reference.
Renewal Window	If a renewal period or window is prescribed, record the time window and cite the source.
Late Renewal Window and Rule	If late renewal is permitted, record the time window, late fee trigger, and cite the source.
Automatic Cancellation/Lapse Rule	If the authorisation lapses or is cancelled when not renewed, record the lapse rule and its consequences, and cite the source.
Post-Lapse Treatment Rule	If post-lapse the applicant must submit a fresh application or obtain a new authorisation, record the rule and cite the source.
Licence/Approval Signatories	If the authorisation output requires specific signatories, record the signatory designations (e.g., President, Secretary) and cite the source.
Process Stage Outputs	For each major process step, capture the output artifact produced (e.g., scrutiny note, inspection report, approval note, issued licence certificate).

Process Step Digitisation Feasibility Notes	Capture any process-step constraints that affect the feasibility of digitisation (e.g., physical inspection requirements, mandatory board interview, in-person submission requirement).
Workflow Linkages (As-Is/To-Be IDs)	Reference identifiers and links to the associated As-Is and To-Be workflow diagrams developed under the TA workstream, to ensure full traceability from the RLCO record to the process maps in the PRR BPMN module.

BIM-4 Risk Allocation Matrix

The following Risk Allocation Matrix provides indicative guidance on the allocation of key project risks between the Contractor and the Government. Full contractual risk allocation terms are governed by the General Conditions of Contract (Section VIII) and the Special Conditions of Contract (Section IX). The Proposer MUST review this matrix and reflect its risk assessment in the pricing and contractual commitments set out in its Proposal.

Risk Category	Description	Allocated To	Rationale
System Design Risk	Incorrect architecture or scalability limitations in the platform design	Contractor	Contractor is responsible for the technical solution
Development Risk	Coding defects, workflow malfunction, or module non-compliance with Technical Requirements	Contractor	Within Contractor control
AI Model Performance Risk	Incorrect scoring, hallucination, or malfunction of AI Assist Module outputs	Contractor (design) / Government (policy thresholds)	Shared: technical design vs governance decisions
Legal/Policy Change Risk	Changes in law or government policy affecting PRR workflow or legal basis requirements	Government (policy) / Contractor (implementation update)	Shared under change management provisions
Integration Risk	Failure to integrate with Gazette, e-Sign, NADRA, or provincial systems	Contractor	Technical integration is a Contractor obligation

Data Breach Risk	Unauthorised access or cyber attack resulting in data compromise	Contractor (if system flaw) / Shared (if force majeure)	Based on root cause determination
Hosting Infrastructure Failure	GoP data centre or approved cloud outage affecting availability	Shared (Cloud/DC SLA + Contractor oversight)	As per hosting agreement between GoP and provider
Delay in AKTU Review	Institutional delays by AKTU or BOI in reviewing and validating submitted RLCOs	Government	Outside Contractor control
Scope Expansion Risk	New modules or features requested beyond the RFP scope	Government (formal variation order)	Subject to change management provisions of the Contract
AI Bias/Compliance Risk	Algorithmic bias, unfair scoring, or AI outputs conflicting with regulatory policy	Contractor (design) / Government (policy oversight)	Shared governance responsibility
SLA Non-Compliance	Failure to meet contractual uptime, response time, or support resolution commitments	Contractor	Within Contractor control and AMC obligations
Force Majeure	Natural disaster, war, pandemic, or national emergency causing performance disruption	Shared	As per applicable contract law and GCC provisions

BIM-5 Reference Standards and Frameworks

The following standards, frameworks, and international best practice references are relevant to the design, development, and delivery of the PRR Information System and TA workstream. Where a specific standard is referenced as mandatory in the Technical Requirements (Sections B through F), compliance is contractually obligatory. Other references listed below are informational and represent the international context and best practice environment within which the PRR operates.

Standard / Framework	Category	Relevance to PRR
Asaan Karobar Act, 2025	Pakistan Legislation (Mandatory)	Legal basis for PRR creation, standardisation of RLCO information, Pakistan Business Portal, and regulatory simplification mandate
Pakistan Regulatory Modernisation Initiative (PRMI) Strategy	Government Policy Framework (Mandatory)	Policy basis for PRR operationalisation, SCM/RIA methodology, reform tracking, and B-READY alignment
Digital Nation Pakistan Act, 2025	Pakistan Legislation (Mandatory)	Digital government framework; interoperability; open data obligations; digital identity and API governance standards
Electronic Transactions Ordinance, 2002 (ETO 2002)	Pakistan Legislation (Mandatory)	Legal framework for digital signatures; PKI integration; PTA-recognised Accredited Certification Authorities
Prevention of Electronic Crimes Act, 2016 (PECA 2016)	Pakistan Legislation (Mandatory)	Cybercrime compliance; data integrity obligations; unauthorised access controls
Pakistan Security Standards (PSS)	Government Technical Standard (Mandatory)	Information security controls for government information systems; mandatory pre-OAT compliance
Pakistan Data Protection Legislation (current and future)	Pakistan Legislation (Mandatory)	Data subject rights; lawful basis for processing; retention policies for personal data in consultation submissions
National Data Residency Requirements	Government Policy (Mandatory)	All PRR data must be hosted in Tier-3+ data centres within Pakistan
ISO/IEC 27001 — Information Security Management	International Standard (Preferred)	Information security management system framework; security controls baseline
OWASP Top 10	Security (Mandatory) Standard	Web application security — mandatory compliance for all portals and APIs
BPMN 2.0 (OMG Standard)	Technical (Mandatory) Standard	Business process modelling notation standard for PRR workflow artifacts, As-Is/To-Be diagrams, and reform packs

WCAG 2.1 Level AA	Accessibility (Mandatory)	Standard	Web content accessibility for all public-facing and government-facing portal interfaces
ISIC Rev.4 (UN Statistics Division)	Classification (Mandatory)	Framework	International Standard Industrial Classification — basis for PRR economic activity alignment across all 100 priority activities
OpenAPI Specification (OAS 3.x)	Technical (Mandatory)	Standard	API documentation standard for all PRR internal and public APIs
TLS 1.2 / TLS 1.3 (IETF)	Security (Mandatory)	Protocol	Transport layer encryption for all data in transit across all portals and APIs
Docker / OCI Container Standards	Technical (Mandatory)	Standard	Containerisation standard for all PRR microservices
Kubernetes (CNCF)	Orchestration (Mandatory)	Standard	Container orchestration standard for PRR deployment across GoP infrastructure
NIST PQC Standards (ML-KEM, ML-DSA)	Emerging Standard (Mandatory)	Security (Readiness)	Post-quantum cryptography; PRR cryptographic architecture must be agile and support migration by 2027
SCM — Standard Cost Model (OECD framework)	Reform (Mandatory)	Methodology	Methodology for measuring administrative burden and compliance costs in the PRR Cost Impact Assessment module
B-READY (World Bank)	Reform Measurement Framework (Reference)		Business Ready reform assessment indicators — PRR reform dashboards must support B-READY-aligned reporting
SMART Reform Tracking	Reform (Reference)	Methodology	Specific, Measurable, Achievable, Relevant, and Time-bound reform goal framework for PRMI Strategy reporting
Unicode Standard (NFC Normalisation)	Technical (Mandatory)	Standard	Character encoding standard for Urdu and multilingual text in PRR; NFC normalisation required for all stored and indexed Urdu content

Note: Standards marked 'Mandatory' in the Category column are contractually binding requirements of this Contract. Standards marked 'Preferred' are strongly recommended but not a

condition for Operational Acceptance. Standards marked 'Reference' are informational. The Proposer MUST address all Mandatory standards in the Architecture Compliance Matrix and Security Architecture Statement required in its Technical Proposal.

ADDENDUM TO SECTION B — SUPPLEMENTARY ARCHITECTURAL PRINCIPLES

The following supplementary architectural principles from the Purchaser's original technical requirements are provided as additional mandatory context to the architectural requirements in sub-section 1.3. They elaborate the design intent and performance philosophy that underpins the minimum requirements specified in sub-sections 1.3.1 through 1.3.6.

AP-1 High Availability and National-Scale Performance

The PRR architecture **MUST** support millions of public read transactions, batch uploads from departments, high concurrent consultation submissions, and horizontal scalability via container orchestration. Public read performance and secure write integrity **MUST** be balanced by separating read-optimised infrastructure (CDN, search cluster, caching) from write-path services (RLCO submission, workflow engine, review console).

AP-2 Cloud-Agnostic and Sovereign Deployment

The System **MUST** deploy on Government of Pakistan infrastructure — private data centre or approved public cloud. Containerisation (Docker) and orchestration (Kubernetes or equivalent) are mandatory. The System **MUST** avoid proprietary vendor lock-in and **MUST** comply with national data residency requirements. Digital sovereignty is non-negotiable.

AP-3 Security and Privacy by Design

Security **MUST** be embedded at every layer of the architecture. This requires RBAC with least-privilege, mandatory MFA for government users, encryption at rest and in transit, API throttling and abuse prevention, and vulnerability scanning and code audits throughout the development and operational lifecycle. PSS compliance is a mandatory pre-condition for Operational Acceptance. The Supplier **MUST** provide a PSS Compliance Matrix as a mandatory deliverable. A four-tier data classification **MUST** be applied to every field in the RLCO data model: (1) Public — published on portal; (2) Government Restricted — agencies only; (3) Internal — BOI/AKTU only; (4) Confidential — encrypted at rest, HSM-protected.

AP-4 Search-Optimised and Discoverable Architecture

Regulatory information **MUST** be easily discoverable. The architecture **MUST** implement full-text indexed search (OpenSearch or Elasticsearch), filters by sector, authority, jurisdiction, and instrument type, saved searches and alert subscriptions, and economic activity-based compliance views. If businesses cannot find it, it does not exist as effective regulation.

AP-5 Version-Controlled and Time-Aware Design

The System MUST support effective date tracking for all RLCOs, historical snapshot retrieval, future-dated regulatory changes, and automatic deactivation of RLCOs upon expiry. Regulatory time-state MUST be machine-readable and queryable.

AP-6 Multilingual and Inclusive Architecture

The System MUST implement full RTL support for Urdu, multilingual interface and content governance workflows, WCAG 2.1 Level AA accessibility compliance, locale-aware date and number formatting, Unicode NFC normalisation, Jameel Noori Nastaleeq or equivalent web-safe Urdu font, CSS 'direction: rtl' with bidirectional support, and a Urdu language analyser integrated in the search index. Inclusivity is a structural, not a cosmetic, requirement.

AP-7 Data Integrity and Validation Controls

Built-in validation rules MUST prevent duplicate RLCO entries, orphaned references, missing legal citations, and invalid metadata combinations. Validation MUST be systemic and automated — not dependent on manual review. The PRR template validation engine, as specified in sub-section 1.2.1.1, is the primary implementation mechanism.

AP-8 Observability and Proactive Monitoring

The System MUST provide centralised logging across all services, real-time dashboards showing RLCO coverage percentage, pending reviews, and consultation cycles, automated alerting for abnormal patterns, and continuous system health monitoring. Operational resilience MUST be measurable and reported monthly to the Purchaser.

AP-9 Extensibility for Reform and Analytics

The architecture MUST enable regulatory burden measurement using the SCM methodology, regulatory impact assessment analytics, B-READY and SMART reform tracking, and sector-wise compliance time and cost analysis. The PRR must evolve into a reform intelligence engine — not merely a regulatory document repository. Reform analytics capabilities are mandatory, not optional features.

ADDENDUM TO MODULE 10 — AI REGULATORY ASSISTANT: NLU, CONVERSATIONAL AI, AND PROCESS FLOW

This section specifies the Natural Language Understanding (NLU), Conversational AI, and Regulatory Intelligence requirements for the AI Assist Module (Module 10) AI Regulatory

Assistant component. These requirements supplement the core Module 10 specifications in sub-section 1.2.10 and are mandatory.

19 Natural Language Understanding (NLU) — PRR AI Regulatory Assistant

- 19.1 Intent Classification:** The AI Assist Module **MUST** determine the user's regulatory goal, including finding applicable licences and approvals, identifying compliance steps, downloading requirements, checking the latest amendment, submitting consultation feedback, comparing jurisdictions, and tracking RLCO changes.
- 19.2 Entity Recognition:** The System **MUST** extract key regulatory entities from user queries including economic activity and sector, jurisdiction (Federal, ICT, or Province), regulator and department, licence or permit type, legal instrument (Act, Rules, SRO, or Notification), location, business type and size, and regulatory keywords such as NOC, inspection, fee, and timeline.
- 19.3 Context Management:** The System **MUST** maintain multi-turn conversation context so that a user who begins with a general query (e.g., textile unit) can progressively refine to a sub-type (e.g., dyeing and processing), select a jurisdiction, ask about fees, and request a downloadable compliance checklist — with the system retaining and building on all prior context throughout the session.
- 19.4 Regulatory Knowledge Graph:** The System **MUST** model relationships across RLCOs, regulators, jurisdictions, legal instruments, economic activities, process steps, documents, fees, timelines, inspections, appeals, and dependencies (e.g., NOC required before licence issuance), to enable precise regulatory discovery and compliance guidance.
- 19.5 Procedural Understanding:** The System **MUST** maintain step-by-step compliance knowledge per economic activity and jurisdiction, covering the As-Is compliance process, the To-Be (reform) process where available, responsible offices, submission channels, and typical process sequencing.
- 19.6 Eligibility and Prerequisite Intelligence:** The System **MUST** interpret prerequisites and applicability rules based on configurable thresholds (capacity, location category, hazardous classification, environmental category, factory size, labour headcount) and **MUST** output clearly stated applicability determinations: applies, may apply, or does not apply — with the governing condition stated.

20.1 Conversational AI — PRR Regulatory Chatbot

- 20.1.1 Dialogue Management:** The AI assistant **MUST** handle multi-turn regulatory conversations with branching covering scope, jurisdiction, activity sub-type, applicable RLCO set, documents and fees, downloadable checklist, consultation and feedback, and change tracking.

- 20.1.2 Structured Response Generation:** Responses MUST be generated as a structured compliance pack comprising: (a) applicable RLCO list with regulator and legal basis; (b) compliance checklist covering documents, fees, and timelines; (c) step sequence and process flow; (d) links to registry entries and forms where available; (e) version and change notes with effective dates.
- 20.1.3 Fallback Handling:** When the AI assistant encounters uncertainty, it MUST respond with controlled options: ask one narrowing question, show top candidate compliance sets with confidence labels, or route to human support or the department contact directory. No AI output may be presented as definitive regulatory advice.
- 20.1.4 Proactive Assistance:** The System MUST proactively suggest relevant related RLCOs based on user context, offering a full compliance checklist or only mandatory approvals based on the user's stated needs and profile.

20.2 Technical Implementation — Intelligent Regulatory Routing

The AI regulatory routing engine MUST follow a four-step pipeline: (1) understand intent from the user query; (2) enrich with context including jurisdiction, economic activity, user type, location, and prior selections; (3) match to RLCOs and compliance processes using the registry knowledge graph and metadata rules; (4) generate output as a structured compliance response covering checklist, steps, legal basis, and available actions.

20.3 Contextual Deep Linking and Session Continuity

- 20.3.1 Dynamic Link Generation:** The System MUST generate deep links into the Registry to the exact RLCO, activity checklist, or consultation page with pre-set filters such as jurisdiction and sector.
- 20.3.2 Session Preservation:** The System MUST maintain identity and session continuity across public registry browsing, logged-in regulator publishing portal access, and consultation submission flows, so that a user can begin a session on the public portal and authenticate to submit feedback without losing prior context.
- 20.3.3 Progressive Disclosure:** The System MUST begin with a simple compliance shortlist and reveal detail — including forms, evidence requirements, fee breakdowns, process sequencing, and exceptions — as the user drills down.
- 20.3.4 State Continuity:** The System MUST allow users to resume unfinished compliance journeys, including saved checklists, pending consultation submissions, and active RLCO change subscription watchlists, across sessions.

20.4 AI Regulatory Assistant — Process Flow (5-Step End-to-End Journey)

Step 1 — Regulatory Discovery

User searches or browses RLCOs, sectors, regulators, or economic activities. The AI Regulatory Chatbot assists in clarifying sector, jurisdiction, and activity; explaining regulatory scope; and narrowing applicable approvals and licences. The System displays applicable RLCOs, legal basis (Act/Rules/SRO/Notification), fees and statutory timelines, responsible department and authority, and inspection and appeal mechanisms. The user can view the As-Is compliance journey, the To-Be (reform) process view, a downloadable compliance checklist, and process flows with time and cost against each process step.

Step 2 — Compliance Initiation (Guided Regulatory Path)

User selects an economic activity or specific RLCO. The System performs jurisdiction mapping (Federal, Provincial, ICT), applicability logic based on thresholds (sector classification, size, location rules), and presents a structured compliance checklist, required documents, fee references where available, and submission channel (online, physical, or hybrid). Deep links, where integrated, to departmental e-services, consultation submission portal, and Gazette notifications.

Step 3 — Structured Guidance and Interaction

Dynamic compliance view based on sector, location, and business type (SME, investor, industrial unit). Real-time validation covers metadata completeness for regulators and consultation comment form validation for the public. Document handling includes consultation submissions, supporting evidence uploads, and format and size validation. Save and bookmark capability allows users to save their compliance checklist, subscribe to regulatory updates, and track specific RLCO changes.

Step 4 — Public Consultation and Regulatory Action (If Applicable)

If a draft regulation is under consultation: user submits structured comments, uploads supporting documents, receives a submission acknowledgement, and the AI assesses and summarises qualitative inputs for the Consultation AI Report. For integrated departmental services, the System facilitates a secure handoff to the departmental service portal with preservation of context via deep linking and an optional return to the registry after completion.

Step 5 — Publication, Versioning, and Tracking

Upon formal AKTU approval: the RLCO is published, a version snapshot is created, and the effective date is recorded. A unique Registry ID is generated. Real-time tracking features allow users to view change history, compare versions, subscribe to email, SMS, or in-app alerts, and view estimated consultation closure timelines where applicable. The AI Chatbot can guide users on registry sections, explain regulatory changes, highlight differences between versions, summarise sector implications, and respond to FAQs.

20.4.1 Key Success Factors for AI Regulatory Assistant

Technical Excellence

- Robust, scalable architecture that can grow with user demand
- Secure platform protecting citizen data and privacy
- High-performance system ensuring responsive user experiences
- Flexible integration framework accommodating diverse departmental systems

User-Centric Design

- Intuitive interfaces accessible to citizens of all technical abilities
- Comprehensive assistance through AI chatbot and contextual help systems
- Personalised experiences based on user preferences and history
- Multi-channel access through web and mobile platforms

Operational Sustainability

- Department autonomy within centralised governance
- Comprehensive monitoring and analytics for continuous improvement
- Disaster recovery and business continuity capabilities
- Vendor-agnostic architecture avoiding technology locking

ADDENDUM TO SUB-SECTION 1.2 — GOVERNMENT DEPARTMENT PORTAL: PUBLISHER AND REGULATOR FEATURES

This section specifies the detailed feature requirements for the Government/Regulator/Publisher Portal — the primary interface used by Departmental Focal Persons (DFPs), regulatory publishers, legal reviewers, and AKTU administrators. These requirements supplement the Module 1 Registry Core specifications in sub-section 1.2.1 and the Systems Administration requirements in sub-section 1.4. All features below are mandatory unless explicitly marked as optional.

22.1 Department Registration and Onboarding

- 22.1.1 Organisation and Regulator Registration:** The System **MUST** provide a structured onboarding flow for Ministry, Department, and Regulatory Authority registration.
- 22.1.2 Verification and Accreditation:** Jurisdiction and mandate validation **MUST** be performed by Registry Admin or AKTU before a department is granted publisher access.
- 22.1.3 Authorisation Evidence Upload:** Departments **MUST** be able to upload their authorisation evidence — notification, office order, or mandate letter — as part of the onboarding process.
- 22.1.4 Official Contact Management:** The System **MUST** support management of focal persons and escalation contacts for each onboarded department.
- 22.1.5 Department Profile Setup:** Each department **MUST** have a configurable profile covering jurisdiction, functions, covered sectors, and office addresses.

22.1.6 Multi-User Account Management: The System **MUST** support multiple user accounts per department with role-based access across publisher, reviewer, legal, and data entry roles.

22.1.7 Role Assignment and Access Scopes: Module-level permissions **MUST** be configurable, distinguishing publish, draft, and approve access rights per user.

22.2 Publisher Dashboard (Regulatory Publishing Console)

22.2.1 RLCO Portfolio Overview: The Publisher Dashboard **MUST** display RLCOs by status: Draft, In Review, In Consultation, Published, and Archived.

22.2.2 Completeness and Quality Scores: The dashboard **MUST** show metadata completeness scores, duplication flags, and missing legal basis alerts.

22.2.3 Public Engagement Metrics: Views, downloads, saved checklists, and consultation participation metrics **MUST** be visible to publishers.

22.2.4 Recent Activity Feed: Edits, approvals, returns, and consultation events **MUST** be surfaced in a real-time activity feed.

22.2.5 Performance Indicators: SLA compliance rates, backlog age, and resubmission cycle metrics **MUST** be displayed.

22.2.6 Alerts and Notifications: The System **MUST** alert publishers to expiring legal instruments, pending consultation closure, and returned items.

22.2.7 Quick Actions: One-click access to create RLCO, bulk upload, respond to consultation, and submit for review **MUST** be provided.

22.3 RLCO Creation Methods

PRR RLCO creation refers to creating RLCO entries, metadata, and workflow packaging — not building transactional applications. Three creation methods **MUST** be supported.

22.3.1 Low-Code RLCO Builder

22.3.1.1 Visual RLCO Builder: The System **MUST** provide a structured visual builder with drag-and-drop fields aligned to the PRR canonical model, covering obligation type (licence, permit, NOC, fee, inspection, registration, reporting), issuing authority and jurisdiction, legal basis reference, applicable activity and sector mapping, documentary requirements, fee and tariff fields, statutory timelines and validity dates, inspection authority and frequency, and appeal and grievance mechanism.

- 22.3.1.2** **Workspace Canvas:** A structured RLCO composition canvas **MUST** be provided for organising the entry visually.
- 22.3.1.3** **Properties Panel:** A schema settings and validation properties panel **MUST** be available alongside the canvas.
- 22.3.1.4** **Preview:** Both public view and government view previews **MUST** be available on desktop and mobile.
- 22.3.1.5** **Validation Rules:** Mandatory field enforcement and conditional logic by RLCO type **MUST** be built into the builder.
- 22.3.1.6** **Derived Fields and Calculations:** Support for fee slabs, thresholds, and effective date calculations **MUST** be provided.
- 22.3.1.7** **Templates:** Common RLCO patterns by sector and regulator **MUST** be available as configurable templates.
- 22.3.1.8** **Save Draft, Version Control, and Clone:** Draft saving, minor and major version control, and clone/duplicate functionality **MUST** be provided.
- 22.3.1.9** **RLCO Form Configuration:** Label, tooltip, and help text in Urdu and English, required and optional field flags, validation constraints, default values, and field dependency logic (e.g., 'inspection required' revealing inspection fields) **MUST** be configurable.
- 22.3.1.10** **Workflow Builder (Regulatory Lifecycle):** Multi-stage approval routing (Department → AKTU → Legal), consultation routing with configurable window durations (30/60 days), auto-assignment rules by sector and jurisdiction, email and SMS alerts, publication scheduling, archival on repeal or expiry, and payment reference handling (where statutory fees exist) **MUST** be configurable from within the builder.

22.3.2 API and Integration Wizard (Regulatory Data Ingestion)

- 22.3.2.1** **Data Sources:** The Integration Wizard **MUST** support REST, SOAP, database, SFTP, batch file, and mock data sources.
- 22.3.2.2** **Configuration:** Endpoint management, authentication (API key and OAuth2), retry logic, timeouts, and throttling **MUST** be configurable.
- 22.3.2.3** **Field Mapping:** Field mapping to the PRR canonical model, data transformations (JSONPath and XPath), error handling, validation, and optional duplication detection **MUST** be supported.
- 22.3.2.4** **Testing:** Test connection, sample payload viewer, ingestion logs, error simulation, and performance testing for bulk loads **MUST** be provided.

22.3.3 Custom Developer Portal for Integrations

22.3.3.1 API Documentation and SDKs: Full API documentation, SDKs, and integration examples **MUST** be maintained and current.

22.3.3.2 Developer Tools: API key management, sandbox and UAT environments, request builder and response validator, webhook tester, and API logs and debugging tools **MUST** be provided.

22.3.3.3 Resources: Integration templates for provincial registry feeds, best practices, API changelog, and issue tracking **MUST** be available within the Developer Portal.

22.4 RLCO and Instrument Management

The Government Portal **MUST** provide full RLCO lifecycle management including: list and grid views of all RLCO entries; filter by status (Draft, In Review, In Consultation, Published, Archived, Rejected); full-text search by instrument name, sector, and keyword; RLCO detail view for both public and internal displays; edit, clone, and archive (repeal or expiry) functions; complete version history; and rollback to any previous version with a mandatory audit record capturing the identity of the person initiating the rollback and the reason.

22.5 Testing and Staging (Pre-Publication Assurance)

The System **MUST** provide a dedicated pre-publication testing and staging environment including: sandbox test environment, public display preview before publication, end-to-end workflow tests (review → consultation → publish), load testing capability for bulk upload and consultation surges, security testing tools, UAT support with AKTU and admin, and a pre-publish checklist enforcing metadata completeness, legal basis presence, and duplication check before submission.

22.6 Submission and Approval Workflow

The Government Portal **MUST** provide: RLCO and amendment submission to the review queue; real-time approval status tracking across Department, AKTU, and Legal stages; a structured review comments and feedback system; a resubmission workflow after corrections; approval and rejection notifications to relevant parties; a complete approval history; and a detailed change log capturing who changed what and why at each stage.

22.7 Analytics and Monitoring (Regulatory KPIs)

22.7.1 Usage Analytics: The System MUST track and display views, downloads, saved checklists, search queries, and chatbot query volumes for all published RLCOs.

22.7.2 Governance Metrics: RLCO coverage percentage, backlog and SLA compliance, consultation participation and response times, and duplication and error rates MUST be displayed on the publisher dashboard.

22.7.3 Reporting: Pre-built dashboards, a custom report builder, and scheduled exports in PDF, Excel, CSV, and JSON formats MUST be provided.

22.8 User Feedback and Consultation Management

The Government Portal MUST enable publishers to: view all consultation submissions; categorise feedback as support, objection, or clarification; respond with structured disposition notes (accept, reject, or partially accept); flag abusive content; access feedback analytics; and manage optional sentiment triage for high-volume consultation rounds. An issue tracking and action item management function MUST be available for unresolved feedback items.

22.9 Notification Management

Publishers MUST be able to configure notification triggers covering consultation open and close events, RLCO published and updated events, RLCO expiry and repeal alerts, and SLA breach alerts. Notification templates for email, SMS, and in-app channels MUST be configurable. Delivery reports and logs MUST be available and exportable.

22.10 Documentation and Knowledge Content

The System MUST provide a content management interface for: RLCO guidance notes editing; FAQs by sector and regulator; help content and video management; document versioning; multilingual content governance (English and Urdu); and preview before publish. All content changes MUST be logged with the editor identity and timestamp.

22.11 Team Management

The Government Portal MUST allow department administrators to add users, assign roles (Department Admin, Publisher, Legal Reviewer, Data Entry, Viewer), maintain activity logs

and audit trails per user, and enforce RBAC at module level. Key personnel changes MUST trigger notifications to the department administrator.

22.12 Settings and Configuration

Departments MUST be able to configure: department profile and branding; sector and activity categories covered; custom fields within schema governance rules; integration settings (API keys and webhooks); notification preferences; and security settings including session timeout and access scope controls.

22.13 Admin Portal (Registry Governance, AKTU, and Platform Administration)

22.13.1 Admin Authentication: Secure login with mandatory 2FA, RBAC distinguishing Admin, AKTU Reviewer, and Schema Governor roles, session management, and complete activity logging MUST be enforced.

22.13.2 Admin Dashboard (Registry Oversight): The Admin Portal MUST display total departments onboarded, total RLCOs by status (draft, review, consultation, published, archived), consultation volume and response performance, system health and critical alerts, recent publication activity, and quick actions covering priority review queues, flagged content, and security alerts.

22.13.3 RLCO Review and Approval (Governance Review Queue): A review queue with priority flags (high impact, cross-jurisdictional, public risk), automated checks (schema completeness, duplication detection, missing legal basis, accessibility and content validation), and review actions (approve, return, reject, route to consultation, require legal vetting, and publication scheduling) MUST be provided. Notifications to the submitting department MUST be automatic.

22.13.4 Department Management: AKTU/Admin MUST be able to approve or reject onboarding, manage verification status, suspend or activate department access, view departmental portfolio and performance, and access complete audit logs.

22.13.5 Registry Catalog Governance (ISIC-Based): Registry-wide RLCO management across departments, bulk operations (publish and archive) under governance rules, taxonomy and category management (sector, activity, jurisdiction), and optional featured or high-importance regulatory notice management MUST be provided.

22.13.6 User Management: Centralised management of public user accounts (where accounts exist: saved searches and subscriptions), departmental publisher users (roles, permissions, and audit), and admin users (super-administrator management and access logs) MUST be provided.

- 22.13.7** Content Moderation (Consultation and Public Inputs): A moderation queue for consultation comments, abuse reporting, automated spam filters, and remove-or-retain decisions with a full moderation audit trail **MUST** be provided.
- 22.13.8** Analytics and Reporting (Governance): Platform usage, department performance comparisons, consultation performance, system performance metrics, and security incident reporting — all with export and scheduled reporting — **MUST** be provided.
- 22.13.9** System Configuration: BOI/AKTU administrators **MUST** be able to configure branding, SMTP and SMS gateways, storage, search, and cache settings, feature toggles for jurisdiction-wise rollout and beta modules, and maintenance mode — all without vendor code changes.
- 22.13.10** Compliance and Audit: An immutable audit trail viewer, data retention policy management, data export request handling, and terms and privacy policy management **MUST** be provided. Statutory and official public records are subject to lawful retention requirements; redaction tools **MUST** be provided where legally permissible.
- 22.13.11** Notification Management: System-wide announcements, consultation alerts, maintenance alerts, and notification template management with delivery logs **MUST** be configurable from the Admin Portal.
- 22.13.12** Integration Management: Health monitoring of all active department and third-party integrations, third-party service status (SMS, email, identity provider, CDN), and integration logs with error and retry visibility **MUST** be provided.
- 22.13.13** Monitoring and Alerting: Health metrics, API latency, queue depth, and search performance dashboards with configurable alert rules, escalation policies, and incident management workflows **MUST** be provided.
- 22.13.14** Support and Helpdesk: A ticketing system with assignment, prioritisation, and resolution tracking, knowledge base management, and support performance analytics **MUST** be provided within the Admin Portal.
- 22.13.15** Security Management: Threat dashboards, blocked IP management, WAF event monitoring, anomaly detection alerts, vulnerability reports with patch tracking, certificate lifecycle management, and access log review **MUST** be available to administrators.
- 22.13.16** Backup and Recovery: Backup schedule visibility, backup verification status, restore initiation and monitoring functions, and access to DR plan and PITR documentation **MUST** be provided.
- 22.13.17** Version Control: Platform release management, rollback capability with deployment logs, and change management audit trail **MUST** be maintained.
- 22.13.18** Logs and Debugging: Application logs, integration logs, security and audit logs with search, filter, retention management, and export functions **MUST** be accessible through the Admin Portal.

ADDENDUM — COMMON FEATURES APPLICABLE TO ALL PRR PORTALS

The following common features apply across all PRR portals — the Public Registry Portal, the Government Publisher Portal, and the Administration Portal — unless explicitly stated as portal-specific.

- (a) Responsive Design** Desktop, tablet, and mobile responsive layouts with adaptive design and touch-friendly UI elements are mandatory for all portals.
- (b) Performance** Public page load target of 2 seconds or less on standard broadband and 4G. Caching, CDN, lazy loading, and code splitting are mandatory.
- (c) Security** HTTPS and TLS 1.2+, encryption at rest and in transit, secure authentication, session controls, CSRF/XSS/SQLi prevention, input validation, security response headers, rate limiting, and DDoS protection are mandatory for all portals.
- (d) Accessibility** WCAG 2.1 Level AA compliance, keyboard navigation, screen reader support with semantic HTML and ARIA attributes, high-contrast display mode, resizable text, and RTL support for Urdu.
- (e) SEO (Public Registry Portal Only)** Meta tags, structured data and schema markup, dynamically generated sitemap, canonical URL policy, and robots directives so published RLCO pages are discoverable through public search engines.
- (f) Error Handling** User-friendly error messages, graceful degradation so failure of non-critical services does not prevent core registry access, retry logic, configurable timeouts, and robust logging.
- (g) Offline Support (If Mobile App Introduced)** Offline saved checklists and cached guidance content, synchronisation when online, and queued actions (e.g., draft consultation comment) for provincial and field users.
- (h) Performance Monitoring** Real User Monitoring (RUM), Application Performance Monitoring (APM), error tracking, and optional session analytics.
- (i) Reporting and Analytics** Cross-portal analytics covering discovery, checklist use, downloads, consultation participation, and subscription growth. Export in CSV, Excel, PDF, and JSON, with scheduled export support.
- (j) Notification System** In-app, email, SMS, and optional WhatsApp notifications covering consultation windows, RLCO changes, expiry and repeal alerts, and system alerts. User preferences and opt-in/opt-out management.
- (k) Mobile App Specific (Optional)** If a mobile app is introduced: biometric authentication, camera upload for consultation evidence, deep linking, widgets, background sync, and crash reporting.
- (l) Data Privacy and Compliance** Transparent data collection notices, configurable retention policies, pseudonymisation for analytics, immutable audit trails, and data residency

compliance. Public regulatory records require lawful retention; privacy controls apply primarily to user accounts and consultation submissions.

(m) Integration Capabilities REST APIs, webhooks, API documentation and versioning, rate limiting and authentication, integration health monitoring, and integrations with SMS, email, identity providers, Gazette, provincial systems, and analytics platforms.

Table 23-A: Common Portal Requirements — NFR Context Details

Requirement	PRR Context Details
Data Sovereignty	100% of PRR data — including RLCO records, metadata, evidence documents, public consultation submissions, audit logs, cryptographic keys, backups, and system logs — MUST be hosted in Tier-3 or higher data centres physically located within Pakistan, in line with GoP data residency requirements.
Encryption (in transit, at rest, and sensitive workflows)	PRR MUST enforce TLS 1.2+ / 1.3 for all traffic and encryption at rest for databases, object storage, search indices, backups, and logs. For sensitive government workflows (publisher, admin, AKTU), strong security controls MUST include SSO/MFA, secure session management, and tamper-evident audit trails.
Offline Resilience and Queueing	PRR MUST support resilient operation under intermittent connectivity, especially for provincial and field users. Draft RLCO entries, saved checklists, and consultation drafts MUST be locally cached and queued for secure submission upon reconnection. Minimum offline draft retention MUST be configurable (up to 30 days) for government users and public consultation drafts.
Scalability	PRR MUST be designed for national-scale public read traffic and concurrent governance workflows. Capacity planning MUST support millions of monthly users and high concurrent sessions, with horizontal auto-scaling for the public portal and search service tier.
Platform Capabilities (Registry-first)	PRR MUST provide a unified national regulatory registry with RLCO lifecycle management (draft → review → consultation → publish → version → archive), economic activity-wise compliance views (As-Is and To-Be), advanced search and filters, subscriptions and alerts for regulatory changes, and integration-ready APIs.
Open Interoperability, Standards, and Exit Strategy	PRR MUST be built on open standards with full GoP operational independence: source-code escrow or handover, infrastructure-as-code, documented APIs (OpenAPI), containerised deployment (Docker and Kubernetes), and portable data models. Data export MUST cover full RLCO datasets, metadata schemas, audit logs, and documents in machine-readable formats. No proprietary lock-in; GoP MUST be able to operate, maintain, and recompile the system independently.

SECTION G — CONTRACTUAL CLAUSES: DATA PROTECTION, CYBERSECURITY, IP, AND CHANGE MANAGEMENT

The following clauses form part of the contractual requirements for this procurement. They are incorporated into the Technical Requirements to ensure Proposers are fully aware of their obligations at the time of proposal preparation. The full and binding text of these provisions will be contained in the Special Conditions of Contract (Section IX).

G.1 Cybersecurity and Data Protection Compliance Clause

- G.1.1 Data Classification and Protection:** The Registry system **MUST** comply with applicable Government data protection and cybersecurity standards. All regulatory data, AI artifacts, consultation submissions, and audit logs **MUST** be classified as Official Government Data.
- G.1.2 Encryption Standards:** All data **MUST** be encrypted at rest using AES-256 or equivalent, and in transit using TLS 1.2+ or equivalent. Encryption keys **MUST** be managed through a Government-approved Key Management System (KMS) and Hardware Security Module (HSM) where required.
- G.1.3 Access Control and Identity Management:** Role-Based Access Control (RBAC) **MUST** be implemented. Multi-Factor Authentication (MFA) **MUST** be mandatory for Ministry users, AKTU reviewers, and system administrators. Public portal users **MUST** have restricted, read-only access except for consultation submission rights.
- G.1.4 Audit and Logging:** The System **MUST** maintain immutable audit logs for all workflow transitions, AI model runs and scoring, human overrides of AI recommendations, and Registry ID issuance. Logs **MUST** be retained for a minimum period of seven (7) years or as per applicable government retention policy.
- G.1.5 AI Governance and Integrity:** The Contractor **MUST** ensure AI model version tracking, input and output traceability, bias monitoring where applicable, and logging of all override decisions. No AI module **MUST** operate as a final decision authority; all outputs **MUST** remain advisory pending human approval.
- G.1.6 Incident Response:** The Contractor **MUST** notify the Client within four (4) hours of any suspected data breach, provide a detailed incident report within twenty-four (24) hours, and assist in forensic investigation and remediation.
- G.1.7 Hosting and Data Residency:** The System **MUST** be hosted within Government-approved cloud infrastructure or jurisdictionally compliant data centres located within Pakistan. No regulatory data **MUST** be transferred outside approved geographic boundaries without prior written approval from the Purchaser.

G.2 Confidentiality and Non-Disclosure Clause

- G.2.1 Definition of Confidential Information:** Confidential Information includes all regulatory drafts, RIS documents, workflow configurations, AI scoring logic, and system architecture documents; Government data, consultation submissions, internal notes, audit logs, and metadata; security configurations, encryption keys, access credentials, and hosting details; AI model configurations, prompts, parameter settings, and scoring methodologies; and any information marked confidential or which by its nature ought reasonably to be considered confidential. Confidential Information includes information in written, electronic, oral, visual, or any other form.
- G.2.2 Confidentiality Obligations:** The Contractor **MUST** keep all Confidential Information strictly confidential, use it solely for the purposes of performing obligations under this Contract, not disclose it to any third party without prior written approval of the Client, and restrict access to authorised personnel on a need-to-know basis. Employees, agents, subcontractors, and consultants **MUST** be bound by confidentiality obligations no less stringent than those herein.
- G.2.3 Data Protection and AI-Specific Safeguards:** The Contractor **MUST NOT** use Government data for model training, external benchmarking, or commercial reuse; transfer data outside approved jurisdictions without written authorisation; or expose regulatory data to external AI systems not formally approved by the Client. AI outputs, model artifacts, and scoring results **MUST** remain the exclusive property of the Government.
- G.2.4 Information Security Measures:** The Contractor **MUST** implement encryption of data at rest and in transit, RBAC, MFA for administrative users, secure development practices and vulnerability management, and immutable logging of system and AI activity.
- G.2.5 Exclusions:** Confidential Information **MUST NOT** include information that is publicly available without breach of this Agreement, was lawfully known to the Contractor prior to disclosure, or is required to be disclosed by law or court order (subject to prior written notice to the Client).
- G.2.6 Return or Destruction of Information:** Upon termination or completion of the Contract, the Contractor **MUST** return or securely destroy all Confidential Information, provide written certification of destruction where requested, and ensure deletion from backup systems in accordance with agreed data retention policies.
- G.2.7 Duration of Obligation:** Confidentiality obligations **MUST** remain in force during the term of the Contract and for a period of five (5) years following termination or completion, or longer where required under applicable law.
- G.2.8 Breach and Remedies:** Any unauthorised disclosure **SHALL** constitute a material breach of contract. The Client may invoke Performance Security, seek injunctive relief, recover damages, and terminate the Contract for cause.

G.3 Intellectual Property and Ownership Clause

- G.3.1 Government Ownership of Deliverables:** All deliverables developed under this Contract SHALL be the exclusive property of the Government of Pakistan, vesting immediately upon creation. This includes source code (front-end, back-end, APIs, scripts, microservices); AI models, prompts, configurations, scoring logic, and algorithms; database schemas, data models, workflows, and BPMN artifacts; all documentation; test cases and reports; deployment scripts and DevOps pipelines; UI/UX designs; integration modules and APIs; analytics models; and all intellectual property generated during implementation.
- G.3.2 Data Ownership:** All data stored, processed, generated, or analysed within the System SHALL remain the exclusive property of the Government of Pakistan, including regulatory drafts, RIS submissions, consultation comments, audit logs, AI-generated artifacts, metadata, usage logs, and monitoring data. The Contractor SHALL have no ownership, licence, or reuse rights over any Government data.
- G.3.3 Source Code Rights and Delivery:** The Contractor MUST deliver full human-readable source code, build instructions, deployment scripts, configuration documentation, third-party dependency lists, API documentation, and database schema documentation. All source code MUST be free from restrictive licences, embedded proprietary lock-in components, and MUST be documented sufficiently to allow independent maintenance.
- G.3.4 Open-Source Components:** The Contractor MUST disclose all open-source components used. No open-source software MUST be incorporated that imposes viral licensing (copyleft obligations requiring open-sourcing of government code) or restricts Government commercial or sovereign use. The Contractor MUST indemnify the Government against any IP infringement claims.
- G.3.5 AI Model and Algorithm Ownership:** All AI workflows, scoring logic, feature engineering logic, prompt templates, and orchestration logic developed or customised under this Contract SHALL be the intellectual property of the Government of Pakistan. Pre-existing proprietary AI engines owned by the Contractor may be used only if explicitly declared in the technical proposal, licensed perpetually to the Government, and provided with sufficient transparency and documentation.
- G.3.6 Source Code Escrow:** The Contractor MUST deposit updated source code and system documentation into a Government-approved escrow mechanism at go-live, at each major version release, and annually during the maintenance period. Escrow release conditions MUST include Contractor insolvency, failure to provide maintenance, and material breach of contract.
- G.3.7 Prohibition of Retained Rights:** The Contractor MUST NOT retain ownership of customised modules developed specifically for the Registry, claim reuse rights over system-specific architecture or configurations, or restrict the Government from modifying, enhancing, or transferring the System.
- G.3.8 Transfer and Continuity Rights:** The Government SHALL have the unrestricted right to engage third parties for maintenance or enhancement, transfer the System to provincial governments, and replicate or scale the System nationally — without requiring further consent from the Contractor.

G.4 Comprehensive Data Processing Agreement (DPA) — AI Systems

- G.4.1 Roles and Definitions:** The Government of Pakistan (Data Controller) retains full authority over all data processed under this Contract. The Contractor SHALL act solely as a Data Processor and SHALL process data strictly in accordance with written instructions issued by the Data Controller.
- G.4.2 Scope of Processing:** The Contractor SHALL process data solely for development, deployment, and maintenance of the Registry; execution of AI-enabled analytical modules (RIA, SCM, consultation evaluation, and scoring); and system performance monitoring. Processing beyond the defined scope is strictly prohibited.
- G.4.3 Categories of Data:** Data processed under this Contract may include regulatory drafts and RIS documentation, consultation submissions and stakeholder inputs, user credentials and access logs, AI-generated artifacts and scoring outputs, and system performance logs and metadata.
- G.4.4 AI-Specific Data Controls:** The Contractor MUST ensure AI model transparency and traceability, logging of model inputs and outputs, version control of AI models, and no automated final decision-making without human oversight. The Contractor MUST NOT use Government data to train external models, transfer data to external AI platforms not approved by the Government, or export data outside approved hosting jurisdictions.
- G.4.5 Security Measures:** The Contractor MUST implement encryption at rest (AES-256 or equivalent), encryption in transit (TLS 1.2+), RBAC and MFA for privileged users, regular vulnerability assessments, and secure coding practices.
- G.4.6 Sub-Processors:** No subcontractor may process Government data without prior written approval. The Contractor remains fully liable for the actions of all sub-processors.
- G.4.7 Data Breach Notification:** The Contractor MUST notify the Government within four (4) hours of any suspected breach, provide a detailed report within twenty-four (24) hours, and cooperate fully in investigation and remediation.
- G.4.8 Data Retention and Deletion:** Upon contract termination, all data MUST be returned or securely destroyed, written certification of deletion MUST be provided, and backup data MUST be deleted in accordance with Government retention policies.
- G.4.9 Audit Rights:** The Government reserves the right to conduct periodic audits, request security certifications, and review AI governance compliance documentation at any time during the Contract period and for five (5) years thereafter.

G.5 Change Management and Variation Order Clause

- G.5.1** Scope Change Requests: Any modification to scope, architecture, features, or integrations MUST be documented through a formal Change Request (CR) including description of change, justification, impact assessment (cost, timeline, risk), and revised delivery milestones.
- G.5.2** Approval Mechanism: Changes SHALL only take effect upon written approval, agreement on any cost adjustments, and issuance of a formal Variation Order.
- G.5.3** Minor Enhancements: Minor configuration adjustments within the defined scope SHALL be covered under AMC and MUST NOT attract additional cost unless materially impacting system architecture.
- G.5.4** Cost Control: No additional payment SHALL be made for any variation not formally approved in writing prior to implementation.
- G.5.5** Emergency Changes: Emergency security patches may be implemented immediately, with formal documentation submitted within forty-eight (48) hours of implementation.

Note: *The clauses in Section G are reproduced in the Technical Requirements for Proposer awareness and proposal preparation purposes. The full, binding, and legally operative versions of all contractual provisions — including definitions, governing law, dispute resolution, and remedies — are contained in the General Conditions of Contract (GCC, Section VIII) and the Special Conditions of Contract (SCC, Section IX) of this RFP. In the event of any inconsistency between the text in this section and the GCC or SCC, the GCC and SCC shall prevail.*

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII - GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

A. CONTRACT AND INTERPRETATION

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated below.

(a) contract elements

(i) **“Contract”** means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.

(ii) **“Contract Documents”** means the documents specified in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments to these Documents).

(iii) **“Contract Agreement”** means the agreement entered into between the Purchaser and the Supplier using the form of Contract Agreement contained in the Sample Contractual Forms Section of the request for proposals documents and any modifications to this form agreed to by the Purchaser and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.

(iv) **“GCC”** means the General Conditions of Contract.

(v) **“SCC”** means the Special Conditions of Contract.

(vi) **“Technical Requirements”** means the Technical Requirements in Section VII of the request for proposals documents.

(vii) **“Implementation Schedule”** means the Implementation Schedule in Section VII of the request for proposals documents.

- (viii) **“Contract Price”** means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
 - (ix) **“Procurement Regulations”** refers to the edition **specified in the SCC** of the World Bank “Procurement_Regulations for IPF Borrowers”.
 - (x) **“request for proposals document”** refers to the document issued by the Purchaser on the subject procurement process.
 - (xi) **“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.
 - (xii) **“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 Supplier’s Personnel with other Supplier’s or Purchaser’s personnel.
- (b) entities
- (i) **“Purchaser”** means the entity purchasing the Information System, as **specified in the SCC**.
 - (ii) **“Purchaser’s Personnel”** means all staff, labor and other employees of the Project Manager and of the Purchaser engaged in fulfilling the Purchaser’s obligations under the Contract; and any other personnel identified as Purchaser’s Personnel, by a notice from the Purchaser to the Supplier;
 - (iii) **“Project Manager”** means the person **named as such in the SCC** or otherwise appointed by the Purchaser in the manner provided in GCC

Clause 18.1 (Project Manager) to perform the duties delegated by the Purchaser.

- (iv) **“Supplier”** means the firm or Joint Venture whose proposal to **perform** the **Contract** has been accepted by the Purchaser and is named as such in the Contract Agreement.
 - (v) **“Supplier’s Representative”** means any person **nominated** by the Supplier and named as such in the Contract Agreement or otherwise approved by the Purchaser in the manner provided in GCC Clause 18.2 (Supplier’s Representative) to perform the duties delegated by the Supplier.
 - (vi) **“Supplier’s Personnel”** means all personnel whom the Supplier utilizes in the execution of the Contract, including the staff, labor and other employees of the Supplier and each Subcontractor; and any other personnel assisting the Supplier in the execution of the Contract;
 - (vii) **“Subcontractor”** means any firm to whom any of the obligations of the Supplier, including preparation of any design or supply of any Information Technologies or other Goods or Services, is subcontracted directly or indirectly by the Supplier.
 - (viii) **“Adjudicator”** means the person named in Appendix 2 of the Contract Agreement, **appointed** by agreement between the Purchaser and the Supplier to make a decision on or to settle any dispute between the Purchaser and the Supplier referred to him or her by the parties, pursuant to GCC Clause 43.1 (Adjudication).
 - (ix) **“The World Bank”** (also called “The Bank”) means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (c) scope

- (i) “Information System,” also called “the System,” means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier’s Equipment), together with the Services to be carried out by the Supplier under the Contract.
- (ii) “Subsystem” means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned individually before Commissioning of the entire System.
- (iii) “Information Technologies” means all information processing and communications-related hardware, Software, supplies, and consumable items that the Supplier is required to supply and install under the Contract.
- (iv) “Goods” means all equipment, machinery, furnishings, Materials, and other tangible items that the Supplier is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Supplier’s Equipment.
- (v) “Services” means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract to supply, install, customize, integrate, and make operational the System. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre-commissioning, Commissioning, maintenance, and technical support.
- (vi) “The Project Plan” means the document to be developed by the Supplier and approved by the Purchaser, pursuant to GCC Clause 19, based on the requirements of the Contract and the Preliminary Project Plan included in

the Supplier's proposal. The "Agreed Project Plan" is the version of the Project Plan approved by the Purchaser, in accordance with GCC Clause 19.2. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

- (vii) "Software" means that part of the System which are instructions that cause information processing Subsystems to perform in a specific manner or execute specific operations.
- (viii) "System Software" means Software that provides the operating and management instructions for the underlying hardware and other components, and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., "firmware"), operating systems, communications, system and network management, and utility software.
- (ix) "General-Purpose Software" means Software that supports general-purpose office and software development activities and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be General-Purpose Software. Such General-Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and application development software.
- (x) "Application Software" means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Application Software.

- (xi) “Standard Software” means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Standard Software.
- (xii) “Custom Software” means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Custom Software.
- (xiii) “Source Code” means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software (typically, but not exclusively, required for Custom Software).
- (xiv) “Materials” means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Purchaser under the Contract.
- (xv) “Standard Materials” means all Materials not specified as Custom Materials.
- (xvi) “Custom Materials” means Materials developed by the Supplier at the Purchaser’s expense under the Contract and identified as such in Appendix 5 of the Contract Agreement and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.
- (xvii) “Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation,

publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

(xviii) “Supplier’s Equipment” means all equipment, tools, apparatus, or things of every kind required in or for installation, completion and maintenance of the System that are to be provided by the Supplier, but excluding the Information Technologies, or other items forming part of the System.

(d) activities

(i) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the current edition Incoterms specified in the Contract.

(ii) “Installation” means that the System or a Subsystem as specified in the Contract is ready for Commissioning as provided in GCC Clause 26 (Installation).

(iii) “Pre-commissioning” means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the Supplier in preparation for Commissioning of the System as provided in GCC Clause 26 (Installation).

(iv) “Commissioning” means operation of the System or any Subsystem by the Supplier following Installation, which operation is to be carried out by the Supplier as provided in GCC Clause 27.1 (Commissioning), for the purpose of carrying out Operational Acceptance Test(s).

(v) “Operational Acceptance Tests” means the tests specified in the Technical Requirements and Agreed Project Plan to be carried out to ascertain whether the System, or a specified Subsystem, is able to attain the functional and performance requirements specified in the

Technical Requirements and Agreed Project Plan, in accordance with the provisions of GCC Clause 27.2 (Operational Acceptance Test).

- (vi) “Operational Acceptance” means the acceptance by the Purchaser of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with GCC Clause 27.3 (Operational Acceptance).
- (e) place and time
 - (i) “Purchaser’s Country” is the **country named in the SCC**.
 - (ii) “Supplier’s Country” is the country in which the Supplier is legally organized, as named in the Contract Agreement.
 - (iii) **Unless otherwise specified in the SCC** “Project Site(s)” means the place(s) in the Site Table in the Technical Requirements Section for the supply and installation of the System.
 - (iv) “Eligible Country” means the countries and territories eligible for participation in procurements financed by the World Bank as defined in the Procurement Regulations.
 - (v) “Day” means calendar day of the Gregorian Calendar.
 - (vi) “Week” means seven (7) consecutive Days, beginning the day of the week as is customary in the Purchaser’s Country.
 - (vii) “Month” means calendar month of the Gregorian Calendar.
 - (viii) “Year” means twelve (12) consecutive Months.
 - (ix) “Effective Date” means the date of fulfillment of all conditions specified in Article 3 (Effective Date for Determining Time for Achieving Operational Acceptance) of the Contract Agreement, for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the System or Subsystem(s).

- (x) “Contract Period” is the time period during which this Contract governs the relations and obligations of the Purchaser and Supplier in relation to the System, as **unless otherwise specified in the SCC**, the Contract shall continue in force until the Information System and all the Services have been provided, unless the Contract is terminated earlier in accordance with the terms set out in the Contract.
- (xi) “Defect Liability Period” (also referred to as the “Warranty Period”) means the period of validity of the warranties given by the Supplier commencing at date of the Operational Acceptance Certificate of the System or Subsystem(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Subsystem[s]) as provided in GCC Clause 29 (Defect Liability).
- (xii) “The Coverage Period” means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.
- (xiii) The Post-Warranty Services Period” means the number of years **defined in the SCC** (if any), following the expiration of the Warranty Period during which the Supplier may be obligated to provide Software licenses, maintenance, and/or technical support services for the System, either under this Contract or under separate contract(s).

2. Contract Documents

- 2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

3. Interpretation

- 3.1 Governing Language

- 3.1.1 **Unless otherwise specified in the SCC**, all Contract Documents and related correspondence exchanged between Purchaser and Supplier shall be

written in the language of the request for proposals document (English), and the Contract shall be construed and interpreted in accordance with that language.

3.1.2 If any of the Contract Documents or related correspondence are prepared in a language other than the governing language under GCC Clause 3.1.1 above, the translation of such documents into the governing language shall prevail in matters of interpretation. The originating party, with respect to such documents shall bear the costs and risks of such translation.

3.2 Singular and Plural

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

3.3 Headings

The headings and marginal notes in the GCC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

3.4 Persons

Words importing persons or parties shall include firms, corporations, and government entities.

3.5 Incoterms

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by the Incoterms

Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1^{er}, 75008 Paris, France.

3.6 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and Supplier with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of Contract.

3.7 Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.

3.8 Independent Supplier

The Supplier shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract.

Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Subcontractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Purchaser, and nothing contained in the Contract or in any subcontract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Purchaser.

3.9 Joint Venture

If the Supplier is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the Joint Venture. The composition or constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

3.10 Nonwaiver

3.10.1 Subject to GCC Clause 3.10.2 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.10.2 Any waiver of a party's rights, powers, or remedies under the Contract must be in writing,

must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

3.11 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3.12 Country of Origin

“Origin” means the place where the Information Technologies, Materials, and other Goods for the System were produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, Software development, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The Origin of Goods and Services is distinct from the nationality of the Supplier and may be different.

4. Notices

4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to GCC Clause 4.3 below, by personal delivery, airmail post, special courier, facsimile, electronic mail, or other electronic means, with the following provisions.

4.1.1 Any notice sent by facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.

4.1.2 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or

courier service for transmission by airmail or special courier.

4.1.3 Any notice delivered personally or sent by facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.

4.1.4 Either party may change its postal, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.

4.2 Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.

4.3 Pursuant to GCC Clause 18, notices from/to the Purchaser are normally given by, or addressed to, the Project Manager, while notices from/to the Supplier are normally given by, or addressed to, the Supplier's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Supplier's Representative (or deputy), or if their related authority is limited by the SCC for GCC Clauses 18.1 or 18.2.2, or for any other reason, the Purchaser or Supplier may give and receive notices at their fallback addresses. The address of the Project Manager and the fallback address of the Purchaser are as **specified in the SCC** or as subsequently established/amended. The address of the Supplier's Representative and the fallback address of the Supplier are as specified in Appendix 1 of the Contract Agreement or as subsequently established/amended.

- 5. Governing Law**
- 5.1 The Contract shall be governed by and interpreted in accordance with the laws of the country **specified in the SCC**.
- 5.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser's Country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 6. Fraud and Corruption**
- 6.1 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 the Appendix 1 to the GCC.
- 6.2 The Purchaser requires the Suppliers 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 procurement 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.

B. SUBJECT MATTER OF CONTRACT

- 7. Scope of the System**
- 7.1 Unless otherwise expressly **limited in the SCC** or Technical Requirements, the Supplier's obligations cover the provision of all Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed Project Plan.

- 7.2 The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract.
- 7.3 The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's proposal, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as **specified in the SCC**, including the relevant terms, characteristics, and timings.
- 8. Time for Commencement and Operational Acceptance**
- 8.1 The Supplier shall commence work on the System within the period **specified in the SCC**, and without prejudice to GCC Clause 28.2, the Supplier shall thereafter proceed with the System in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan.
- 8.2 The Supplier shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Subsystem(s) is specified in the Contract) in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

9. Supplier's Responsibilities

9.1 The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand. The Supplier shall ensure that its Subcontractors carry out the work on the Information System in accordance with the Contract, including complying with relevant environmental and social requirements and the obligations set out in GCC Clause 9.9.

The Supplier shall at all times take all reasonable precautions to maintain the health and safety of the Supplier's Personnel employed for the execution of the Contract at the Project Site/s in the Purchaser's country where the Contract is executed.

If **required in the SCC**, the Supplier shall submit to the Purchaser 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 Purchaser's Requirements.
- 9.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Purchaser and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date twenty-eight (28) days prior to proposal submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.
- 9.3 The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision-making may constitute grounds for termination pursuant to GCC Clause 41.2.
- 9.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Purchaser's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's Personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Purchaser under GCC Clause 10.4 and that are necessary for the performance of the Contract.
- 9.5 The Supplier shall comply with all laws in force in the Purchaser's Country. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all liabilities,

damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 10.1. The Supplier shall not indemnify the Purchaser to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Purchaser.

- 9.6 Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin, as defined in GCC Clause 3.12, in a country that shall be an Eligible Country, as defined in GCC Clause 1.1 (e) (iv).
- 9.7 Pursuant to paragraph 2.2 e. of the Appendix 1 to the General Conditions of Contract, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to GCC Clause 6.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 9.8 The Supplier shall conform to the sustainable procurement contractual provisions, if and as **specified in the SCC**.
- 9.9 **Code of Conduct**

The Supplier shall have a Code of Conduct for the Supplier's Personnel employed for the execution of the Contract at the Project Site/s.

The Supplier shall take all necessary measures to ensure that each such 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 such personnel, and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Supplier shall also ensure that the Code of Conduct is visibly displayed in the Project Site/s as well as, as applicable, in areas outside the Project Site/s accessible to the local community and any project affected people. The posted Code of Conduct shall be provided in languages comprehensible to the Supplier's Personnel, Purchaser's Personnel and the local community.

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

9.10 The Supplier shall, in all dealings with its labor and the labor of its Subcontractors 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.

9.11 The Supplier, including its Subcontractors, shall comply with all applicable safety obligations. The Supplier shall at all times take all reasonable precautions to maintain the health and safety of the Supplier's Personnel employed for the execution of Contract at the Project Site/s.

9.12 Training of Supplier's Personnel

The Supplier shall provide appropriate training to relevant Supplier's Personnel on any applicable environmental and social aspect of the Contract, including appropriate sensitization on prohibition of SEA, health and safety.

As stated in the Purchaser's Requirements or as instructed by the Project Manager, the Supplier shall also allow appropriate opportunities for the relevant personnel to be trained on any applicable environmental and social aspects of the Contract by the Purchaser's Personnel and/or other personnel assigned by the Purchaser.

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

9.13 Stakeholder engagements

The Supplier shall provide relevant contract- related information, as the Purchaser and/or Project Manager may reasonably request to conduct contract stakeholder engagement. "Stakeholder" refers to individuals or groups who:

- (a) are affected or likely to be affected by the Contract; and
- (b) may have an interest in the Contract.

The Supplier may also directly participate in contract stakeholder engagements, as the Purchaser and/or Project Manager may reasonably request.

9.14 Forced Labor

The Supplier, including its Subcontractors, shall not employ or engage forced labour. Forced labour 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 labour, such as indentured labour, bonded labour or similar labour-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.

9.15 Child Labor

The Supplier, 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 Supplier, 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 Supplier, 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 Supplier with the Project Manager's consent. The Supplier shall be subject to regular monitoring by the Project Manager 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.

9.16 Non-Discrimination and Equal Opportunity

The Supplier shall not make decisions relating to the employment or treatment of personnel for the execution of the Contract on the basis of personal characteristics unrelated to inherent job requirements. The Supplier shall base the employment of personnel for the execution of the Contract 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 Supplier 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 GCC Clause 9.15).

9.17 Personnel Grievance Mechanism

The Supplier shall have a grievance mechanism for personnel employed in the execution of the Contract to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The grievance mechanism may utilize existing grievance mechanisms, provided that they are properly designed and implemented, address concerns promptly, and are readily accessible to such personnel.

9.18 Security of the Project Site

If stated in the SCC, the Supplier shall be responsible for the security at the Project Site/s 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.

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

The Supplier 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 Supplier's Personnel, Purchaser's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Purchaser's Requirements.

The Supplier 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.

9.19 Recruitment of Persons

The Supplier shall not recruit, or attempt to recruit, either on limited time or permanent basis or through any other contractual agreement, staff and labor from amongst the Purchaser's Personnel.

9.20 **Unless otherwise specified in the SCC** the Supplier shall have no other Supplier responsibilities.

10. Purchaser's Responsibilities

10.1 The Purchaser shall ensure the accuracy of all information and/or data to be supplied by the Purchaser to the Supplier, except when otherwise expressly stated in the Contract.

10.2 The Purchaser shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.3.1 (b).

10.3 The Purchaser shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.

10.4 If requested by the Supplier, the Purchaser shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the Supplier's Personnel, as the case may be, to obtain.

10.5 In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified

- in the Technical Requirements, SCC, Agreed Project Plan, or other parts of the Contract, the Purchaser shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.
- 10.6 The Purchaser shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Purchaser may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion.
- 10.7 Unless otherwise specified in the Contract or agreed upon by the Purchaser and the Supplier, the Purchaser shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Implementation Schedule and the Agreed Project Plan.
- 10.8 The Purchaser will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed Project Plan, or other parts of the Contract.
- 10.9 The Purchaser assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 27.2, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.
- 10.10 The Purchaser is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.

- 10.11 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of the Purchaser, save those to be incurred by the Supplier with respect to the performance of the Operational Acceptance Test(s), in accordance with GCC Clause 27.2.
- 10.12 **Unless otherwise specified in the SCC** the Purchaser shall have no other Purchaser responsibilities.

C. PAYMENT

11. Contract Price

- 11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
- 11.2 Unless an adjustment clause is **provided for in the SCC**, the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the System pursuant to GCC Clause 39 or to other clauses in the Contract;
- 11.3 The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

12. Terms of Payment

- 12.1 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the System or Subsystem(s), Delivered, Pre-commissioned, Installed, and Operationally Accepted, and by documents submitted pursuant to GCC Clause 22.5 and upon fulfillment of other obligations stipulated in the Contract.

The Contract Price shall be paid as **specified in the SCC**.

- 12.2 No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the System or any Subsystem(s).
- 12.3 Payments shall be made promptly by the Purchaser, but in no case later than forty five (45) days after submission of a valid invoice by the Supplier. In the event that the Purchaser fails to make any payment by its respective due date or within the period set forth in the Contract, the Purchaser shall pay to the Supplier

interest on the amount of such delayed payment at the rate(s) **specified in the SCC** for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

- 12.4 Payments shall be made in the currency(ies) specified in the Contract Agreement, pursuant to GCC Clause 11. For Goods and Services supplied locally, payments shall be made **as specified in the SCC**.
- 12.5 **Unless otherwise specified in the SCC**, payment of the foreign currency portion of the Contract Price for Goods supplied from outside the Purchaser's Country shall be made to the Supplier through an irrevocable letter of credit opened by an authorized bank in the Supplier's Country and will be payable on presentation of the appropriate documents. It is agreed that the letter of credit will be subject to Article 10 of the latest revision of *Uniform Customs and Practice for Documentary Credits*, published by the International Chamber of Commerce, Paris.
- 12.6 **As specified in the SCC**, if the Supplier fails to perform its cyber security obligations under the Contract, an assessed amount, as determined by the Project Manager, may be withheld until the obligation has been performed.

13. Securities

13.1 Issuance of Securities

The Supplier shall provide the securities specified below in favor of the Purchaser at the times and in the amount, manner, and form specified below.

13.2 Advance Payment Security

13.2.1 The Supplier shall provide within twenty-eight (28) days of the notification of Contract award an Advance Payment Security in the amount and currency of the Advance Payment specified in SCC for GCC Clause 12.1 above and valid until the System is Operationally Accepted.

13.2.2 The security shall be in the form provided in the request for proposal document or in another form acceptable to the Purchaser. The amount of the security shall be reduced in proportion to the value of the System executed by and paid to the Supplier from time to time and shall automatically become

null and void when the full amount of the advance payment has been recovered by the Purchaser. **Unless otherwise specified in the SCC**, the reduction in value and expiration of the Advance Payment Security are calculated as follows:

$P \cdot a / (100 - a)$, where “P” is the sum of all payments effected so far to the Supplier (excluding the Advance Payment), and “a” is the Advance Payment expressed as a percentage of the Contract Price pursuant to the SCC for GCC Clause 12.1.

The security shall be returned to the Supplier immediately after its expiration.

13.3 Performance Security

13.3.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency **specified in the SCC**.

13.3.2 The security shall be a bank guarantee in the form provided in the Sample Contractual Forms Section of the request for proposal document, or it shall be in another form acceptable to the Purchaser.

13.3.3 The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Supplier no later than twenty-eight (28) days after its expiration.

13.3.4 Upon Operational Acceptance of the entire System, the security shall be reduced to the amount **specified in the SCC**, on the date of the Operational Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Supplier.

14. Taxes and Duties

14.1 For Goods or Services supplied from outside the Purchaser’s country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser’s country. Any duties, such as importation or customs duties, and taxes and other levies, payable in the Purchaser’s country for the supply of Goods and

Services from outside the Purchaser's country are the responsibility of the Purchaser unless these duties or taxes have been made part of the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to, in which case the duties and taxes will be the Supplier's responsibility.

- 14.2 For Goods or Services supplied locally, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to the Purchaser. The only exception are taxes or duties, such as value-added or sales tax or stamp duty as apply to, or are clearly identifiable, on the invoices and provided they apply in the Purchaser's country, and only if these taxes, levies and/or duties are also excluded from the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to.
- 14.3 If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 14.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of proposal submission in the Purchaser's Country (also called "Tax" in this GCC Clause 14.4). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

D. INTELLECTUAL PROPERTY

15. Copyright

- 15.1 The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.
- 15.2 The Purchaser agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except that additional copies of Standard Materials may be made by the Purchaser for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.
- 15.3 The Purchaser's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or **unless otherwise specified in the SCC** to a legally constituted successor organization (e.g., a reorganization of a public entity formally authorized by the government or through a merger or acquisition of a private entity).
- 15.4 **Unless otherwise specified in the SCC**, the Intellectual Property Rights in all Custom Software and Custom Materials specified in Appendices 4 and 5 of the Contract Agreement (if any) shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Purchaser. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing (as legally sufficient) that the Purchaser may consider necessary or desirable to perfect the right, title, and interest of the Purchaser in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do so by the Purchaser and where permitted by applicable law, ensure that the holder of such a moral right waives it.
- 15.5 **Unless otherwise specified in the SCC**, escrow arrangements shall NOT be required.

**16. Software
License
Agreements**

16.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Purchaser, the Supplier hereby grants to the Purchaser license to access and use the Software, including all inventions, designs, and marks embodied in the Software.

Such license to access and use the Software shall:

- (a) be:
 - (i) nonexclusive;
 - (ii) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41.1 or 41.3);
 - (iii) **unless otherwise specified in the SCC** valid throughout the territory of the Purchaser's Country;
 - (iv) **unless otherwise specified in the SCC** subject to NO additional restrictions.
- (b) permit the Software to be:
 - (i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's proposal), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;
 - (ii) used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's proposal specifies a class of computer to which the license is restricted, the replacement computer(s) is(are) within that class;
 - (iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on

or copied for use on those other computers to the extent necessary to that access;

- (iv) reproduced for safekeeping or backup purposes;
- (v) customized, adapted, or combined with other computer software for use by the Purchaser, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;
- (vi) **unless otherwise specified in the SCC**, disclosed to, and reproduced for use by, support service suppliers and their subcontractors, to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and
- (vii) **unless otherwise specified in the SCC** disclosed to, and reproduced for use by, NO other parties.

- 16.2 The Supplier has the right to audit the Standard Software to verify compliance with the above license agreements. **Unless otherwise specified in the SCC**, the Purchaser will make available to the Supplier, within seven (7) days of a written request, accurate and up-to-date records of the number and location of copies, the number of authorized users, or any other relevant data required to demonstrate use of the Standard Software as per the license agreement. If and only if, expressly agreed in writing between the Purchaser and the Supplier, Purchaser will allow, under a pre-specified agreed procedure, the execution of embedded software functions under Supplier's control, and unencumbered transmission of resulting information on software usage.

17. Confidential Information

- 17.1 **Unless otherwise specified in the SCC**, the "Receiving Party" (either the Purchaser or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.
- 17.2 For the purposes of GCC Clause 17.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Purchaser or the Purchaser's use of the System.
- 17.3 Notwithstanding GCC Clauses 17.1 and 17.2:
- (a) the Supplier may furnish to its Subcontractor Confidential Information of the Purchaser to the extent reasonably required for the Subcontractor to perform its work under the Contract; and
 - (b) the Purchaser may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries,
- in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause 17 as if that person were party to the Contract in place of the Receiving Party.
- 17.4 The Purchaser shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Purchaser's prior written consent, use any Confidential Information received from the Purchaser

for any purpose other than those that are required for the performance of the Contract.

- 17.5 The obligation of a party under GCC Clauses 17.1 through 17.4 above, however, shall not apply to that information which:
- (a) now or hereafter enters the public domain through no fault of the Receiving Party;
 - (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
 - (c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality;
 - (d) is being provided to the Bank.
- 17.6 The above provisions of this GCC Clause 17 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.
- 17.7 **Unless otherwise specified in the SCC**, the provisions of this GCC Clause 17 shall survive the termination, for whatever reason, of the Contract for three (3) years.

E. SUPPLY, INSTALLATION, TESTING, COMMISSIONING, AND ACCEPTANCE OF THE SYSTEM

18.Representatives 18.1 Project Manager

If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Purchaser shall appoint and notify the Supplier in writing of the name of the Project Manager. The Purchaser may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the System. Such appointment shall take effect only upon receipt of such notice by the Supplier. **Unless otherwise specified in the SCC** (if any), the Project

Manager shall have the authority to represent the Purchaser on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Purchaser pursuant to GCC Clause 4.

18.2 Supplier's Representative

18.2.1 If the Supplier's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier's Representative and shall request the Purchaser in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for the nominee, as well as a description of any other System or non-System responsibilities the nominee would retain while performing the duties of the Supplier's Representative. If the Purchaser does not object to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If the Purchaser objects to the appointment within fourteen (14) days giving the reason therefor, then the Supplier shall appoint a replacement within fourteen (14) days of such objection in accordance with this GCC Clause 18.2.1.

18.2.2 **Unless otherwise specified in the SCC** (if any), the Supplier's Representative shall have the authority to represent the Supplier on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Supplier pursuant to GCC Clause 4.

18.2.3 The Supplier shall not revoke the appointment of the Supplier's Representative without the Purchaser's prior written consent, which shall not be unreasonably withheld. If the Purchaser consents to such an action, the Supplier shall appoint another person of equal or superior qualifications as the Supplier's Representative, pursuant to the procedure set out in GCC Clause 18.2.1.

18.2.4 The Supplier's Representative and staff are obliged to work closely with the Purchaser's Project Manager and staff, act within their own authority,

and abide by directives issued by the Purchaser that are consistent with the terms of the Contract. The Supplier's Representative is responsible for managing the activities of the Supplier's Personnel.

18.2.5 The Supplier's Representative may, subject to the approval of the Purchaser (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.

18.2.6 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with GCC Clause 18.2.5 shall be deemed to be an act or exercise by the Supplier's Representative.

18.3 Removal of Supplier's Personnel

18.3.1 The Project Manager may require the Supplier to remove (or cause to be removed) the Supplier's Representative or any other person employed by the Supplier in the execution of the Contract, who:

- (a) persists in any misconduct or lack of care;
- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provision of the Contract;
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Contract;
- (f) has been recruited from the Purchaser's Personnel;

(g) engages in any other behaviour which breaches the Code of Conduct, as applicable;

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

Notwithstanding any requirement from the Project Manager to remove or cause to remove any person, the Supplier shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from work on the System, any person Employed by the Supplier in the execution of the Contract who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above.

18.3.2 If any representative or person employed by the Supplier is removed in accordance with GCC Clause 18.3.1, the Supplier shall, where required, promptly appoint a suitable replacement with equivalent skills and experience.

19. Project Plan

19.1 In close cooperation with the Purchaser and based on the Preliminary Project Plan included in the Supplier's proposal, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as **specified in the SCC** and/or Technical Requirements.

19.2 **Unless otherwise specified in the SCC**, within thirty (30) days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Purchaser. Such submission to the Purchaser shall include any applicable environmental and social management plan to manage environmental and social risks and impacts. The Purchaser shall, within fourteen (14) days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 19.2 called "non-conformities" below). The Supplier shall, within five (5) days of receipt of such notification, correct the Project Plan and resubmit to the Purchaser. The Purchaser

shall, within five (5) days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Purchaser shall provide confirmation in writing to the Supplier. This approved Project Plan (“the Agreed Project Plan”) shall be contractually binding on the Purchaser and the Supplier.

- 19.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 39 and 40.
- 19.4 The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed Project Plan and the Contract.
- 19.5 **Unless otherwise specified in the SCC**, the Supplier shall submit to the Purchaser Monthly Progress Reports summarizing:
- (i) results accomplished during the prior period;
 - (ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed Project Plan;
 - (iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;
 - (iv) other issues and outstanding problems; proposed actions to be taken;
 - (v) resources that the Supplier expects to be provided by the Purchaser and/or actions to be taken by the Purchaser in the next reporting period;
 - (vi) status of compliance to environmental and social requirements, as applicable;
 - (vii) other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.
- 19.6 The Supplier shall submit to the Purchaser other (periodic) reports as specified in the SCC.
- 19.7 Immediate Reporting requirement

The Supplier shall inform the Project Manager immediately of any allegation, incident or accident in Project Site/s, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Purchaser's Personnel or Supplier'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 Supplier, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Purchaser of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Contract which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Purchaser's Personnel or Supplier's Personnel. The notification shall provide sufficient detail regarding such incidents or accidents.

The Supplier shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Purchaser.

The Purchaser shall require its Subcontractors to immediately notify it of any incidents or accidents referred to in this Sub- Clause.

- 20.Subcontracting** 20.1 Appendix 3 (List of Approved Subcontractors) to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Purchaser. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Purchaser for its approval in sufficient time so as not to impede the progress of work on the System. Submission

by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Approval by the Purchaser of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract.

- 20.2 The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 20.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Purchaser's prior approval under GCC Clause 20.3.
- 20.3 For items for which pre-approved Subcontractor lists have not been specified in Appendix 3 to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Purchaser in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor, including by providing the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration; and (ii) by the end of this period either the Purchaser has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which the Purchaser has objected in writing prior to the end of the notice period. The absence of a written objection by the Purchaser during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Purchaser of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Purchaser or Supplier as they are specified in GCC Clauses 20.1 and 20.2, or in Appendix 3 of the Contract Agreement.
- 20.4 The Supplier shall ensure that its Subcontractors comply with the relevant ES requirements and the obligations set out in GCC Clause 9.9.

21. Design and Engineering

21.1 Technical Specifications and Drawings

21.1.1 The Supplier shall execute the basic and detailed design and the implementation activities necessary for successful installation of the System in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice.

The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.

21.1.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Project Manager.

21.2 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of proposal submission shall apply. During Contract execution, any changes in such codes and standards shall be applied after approval by the Purchaser and shall be treated in accordance with GCC Clause 39.3.

21.3 Approval/Review of Controlling Technical Documents by the Project Manager

21.3.1 **Unless otherwise specified in the SCC**, there will NO Controlling Technical Documents required. However, **if the SCC specifies** Controlling Technical Documents, the Supplier shall prepare and furnish such documents for the Project Manager's approval or review.

Any part of the System covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval of these documents.

GCC Clauses 21.3.2 through 21.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

21.3.2 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Clause 21.3.1, the Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.

21.3.3 The Project Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.

21.3.4 If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Clause 21.3.2. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC Clause 21.3.5. The procedure set out in GCC Clauses 21.3.2 through 21.3.4 shall be repeated, as appropriate, until the Project Manager approves such documents.

21.3.5 If any dispute occurs between the Purchaser and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document that cannot be settled between the

parties within a reasonable period, then, in case the Contract Agreement includes and names an Adjudicator, such dispute may be referred to the Adjudicator for determination in accordance with GCC Clause 43.1 (Adjudication). If such dispute is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Supplier's view on the dispute and if the Purchaser has not given notice under GCC Clause 43.1.2, then the Supplier shall be reimbursed by the Purchaser for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Achieving Operational Acceptance shall be extended accordingly.

21.3.6 The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.

21.3.7 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this GCC Clause 21.3. If the Project Manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 39 (Changes to the System) shall apply to such request.

22. Procurement, Delivery, and Transport

22.1 Subject to related Purchaser's responsibilities pursuant to GCC Clauses 10 and 14, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods

in an expeditious and orderly manner to the Project Site.

22.2 Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements.

22.3 Early or partial deliveries require the explicit written consent of the Purchaser, which consent shall not be unreasonably withheld.

22.4 Transportation

22.4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Purchaser's instructions to the Supplier.

22.4.2 The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Incoterms.

22.4.3 **Unless otherwise specified in the SCC**, the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.

22.5 **Unless otherwise specified in the SCC**, the Supplier will provide the Purchaser with shipping and other documents, as specified below:

22.5.1 For Goods supplied from outside the Purchaser's Country:

Upon shipment, the Supplier shall notify the Purchaser and the insurance company contracted by the Supplier to provide cargo insurance by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Purchaser by mail or courier, as appropriate, with a copy to the cargo insurance company:

(a) two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;

- (b) usual transportation documents;
- (c) insurance certificate;
- (d) certificate(s) of origin; and
- (e) estimated time and point of arrival in the Purchaser's Country and at the site.

22.5.2 For Goods supplied locally (i.e., from within the Purchaser's country):

Upon shipment, the Supplier shall notify the Purchaser by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Purchaser by mail or courier, as appropriate:

- (a) two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;
- (b) delivery note, railway receipt, or truck receipt;
- (c) certificate of insurance;
- (d) certificate(s) of origin; and
- (e) estimated time of arrival at the site.

22.6 Customs Clearance

- (a) The Purchaser will bear responsibility for, and cost of, customs clearance into the Purchaser's country in accordance the particular Incoterm(s) used for Goods supplied from outside the Purchaser's country in the Price Schedules referred to by Article 2 of the Contract Agreement.
- (b) At the request of the Purchaser, the Supplier will make available a representative or agent during the process of customs clearance in the Purchaser's country for goods supplied from outside the Purchaser's country. In the event of delays in customs clearance that are not the fault of the Supplier:
 - (i) the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause 40;

- (ii) the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.

23. Product Upgrades

- 23.1 At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its proposal and still to be delivered, the Supplier shall be obligated to offer to the Purchaser the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to GCC Clause 39 (Changes to the System).
- 23.2 At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Purchaser's Country, pursuant to GCC Clause 39 (Changes to the System).
- 23.3 During performance of the Contract, the Supplier shall offer to the Purchaser all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's Country, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its proposal.
- 23.4 **Unless otherwise specified in the SCC**, during the Warranty Period, the Supplier will provide at no additional cost to the Purchaser all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's country, and no later than twelve (12) months after they are released in the country of origin of the Software.
- 23.5 The Purchaser shall introduce all new versions, releases or updates of the Software within eighteen (18) months of receipt of a production-ready copy of the new

version, release, or update, provided that the new version, release, or update does not adversely affect System operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update. In no case shall the Supplier stop supporting or maintaining a version or release of the Software less than twenty four (24) months after the Purchaser receives a production-ready copy of a subsequent version, release, or update. The Purchaser shall use all reasonable endeavors to implement any new version, release, or update as soon as practicable, subject to the twenty-four-month-long stop date.

24. Implementation, Installation, and Other Services

24.1 The Supplier shall provide all Services specified in the Contract and Agreed Project Plan in accordance with the highest standards of professional competence and integrity.

24.2 Prices charged by the Supplier for Services, if not included in the Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Supplier in the Recurrent Cost Schedules of its proposal) and shall not exceed the prevailing rates charged by the Supplier to other purchasers in the Purchaser's Country for similar services.

25. Inspections and Tests

25.1 The Purchaser or its representative shall have the right to inspect and/or test any components of the System, as specified in the Technical Requirements, to confirm their good working order and/or conformity to the Contract at the point of delivery and/or at the Project Site.

25.2 The Purchaser or its representative shall be entitled to attend any such inspections and/or tests of the components, provided that the Purchaser shall bear all costs and expenses incurred in connection with such

attendance, including but not limited to all inspection agent fees, travel, and related expenses.

- 25.3 Should the inspected or tested components fail to conform to the Contract, the Purchaser may reject the component(s), and the Supplier shall either replace the rejected component(s), or make alterations as necessary so that it meets the Contract requirements free of cost to the Purchaser.
- 25.4 The Project Manager may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be added to the Contract Price. Further, if such inspection and/or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected.
- 25.5 If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to GCC Clause 43 (Settlement of Disputes), starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.

26. Installation of the System

- 26.1 As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, Pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed Project Plan, the Supplier shall so notify the Purchaser in writing.
- 26.2 The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, either issue an Installation Certificate in the form specified in the Sample Contractual Forms Section in the request for proposals document, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is

specified pursuant to the SCC for GCC Clause 27.2.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 26.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Purchaser in writing, in accordance with GCC Clause 26.1. The procedure set out in this GCC Clause 26.2 shall be repeated, as necessary, until an Installation Certificate is issued.

- 26.3 If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, or if the Purchaser puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Purchaser put the System into production operation, as the case may be.

**27. Commissioning
and Operational
Acceptance**

27.1 Commissioning

27.1.1 Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 27.2.1) shall be commenced by the Supplier:

- (a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 26.2; or
- (b) as otherwise specified in the Technical Requirement or the Agreed Project Plan; or
- (c) immediately after Installation is deemed to have occurred, under GCC Clause 26.3.

27.1.2 The Purchaser shall supply the operating and technical personnel and all materials and

information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning.

Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing.

27.2 Operational Acceptance Tests

27.2.1 The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Purchaser (in accordance with GCC Clause 10.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s]), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's proposal, including, but not restricted to, the functional and technical performance requirements. **Unless otherwise specified in the SCC**, the Operational Acceptance Tests during Commissioning will be conducted as specified in the Technical Requirements and/or the Agreed Project Plan.

At the Purchaser's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.

27.2.2 If for reasons attributable to the Purchaser, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 27.2.1) cannot be successfully completed within ninety (90) days from the date of Installation or any other period agreed upon in writing by the Purchaser and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed Project Plan, and GCC Clause 28.2 and 28.3 shall not apply.

27.3 Operational Acceptance

27.3.1 Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when

- (a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed Project Plan have been successfully completed; or
- (b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Purchaser within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or
- (c) the Purchaser has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Purchaser and document such use.

27.3.2 At any time after any of the events set out in GCC Clause 27.3.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.

27.3.3 After consultation with the Purchaser, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall:

- (a) issue an Operational Acceptance Certificate; or
- (b) notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or
- (c) issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.3.1 (b) arises.

27.3.4 The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Purchaser, and the Purchaser, with the full cooperation of the Supplier,

shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Purchaser of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3.3. The Purchaser shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 27.3.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.

27.3.5 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 27.2, then either:

(a) the Purchaser may consider terminating the Contract, pursuant to GCC Clause 41.2.2;

or

(b) if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Purchaser to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and GCC Clauses 30.3 and 30.4 shall not apply.

27.3.6 If within fourteen (14) days after receipt of the Supplier's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice.

27.4 Partial Acceptance

27.4.1 If so specified in the SCC for GCC Clause 27.2.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the

provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 27.4.2.

27.4.2 The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 27.4.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC Clauses 12.1 and 27.2.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned.

27.4.3 In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Purchaser or Supplier.

F. GUARANTEES AND LIABILITIES

28. Operational Acceptance Time Guarantee

28.1 The Supplier guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, pursuant to the SCC for GCC Clause 27.2.1) within the time periods specified in the Implementation Schedule and/or the Agreed Project Plan pursuant to GCC Clause 8.2, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

28.2 **Unless otherwise specified in the SCC**, if the Supplier fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems

pursuant to the SCC for GCC Clause 27.2.1) within the time for achieving Operational Acceptance specified in the Implementation Schedule or the Agreed Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to the Purchaser liquidated damages at the rate of one half of one percent per week as a percentage of the Contract Price (exclusive of Recurrent Costs if any), or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount of ten (10) percent of the Contract Price (exclusive of Recurrent Costs if any). Once the Maximum is reached, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2.

28.3 **Unless otherwise specified in the SCC**, liquidated damages payable under GCC Clause 28.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule and/or Agreed Project Plan. This Clause 28.3 shall not limit, however, any other rights or remedies the Purchaser may have under the Contract for other delays.

28.4 If liquidated damages are claimed by the Purchaser for the System (or Subsystem), the Supplier shall have no further liability whatsoever to the Purchaser in respect to the Operational Acceptance time guarantee for the System (or Subsystem). However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

29. Defect Liability

29.1 The Supplier warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. **Unless otherwise specified in the SCC**, there will be NO exceptions and/or limitations to this

warranty with respect to Software (or categories of Software). Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.

- 29.2 The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and incorporate all recent improvements in design that materially affect the System's or Subsystem's ability to fulfill the Technical Requirements.
- 29.3 **Unless otherwise specified in the SCC**, the Supplier warrants that: (i) all Goods components to be incorporated into the System form part of the Supplier's and/or Subcontractor's current product lines, and (ii) they have been previously released to the market.
- 29.4 **Unless otherwise specified in the SCC**, the Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for twenty-four (24) months.
- 29.5 If during the Warranty Period any defect as described in GCC Clause 29.1 should be found in the design, engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier.
- 29.6 The Supplier shall not be responsible for the repair, replacement, or making good of any defect, or of any damage to the System arising out of or resulting from any of the following causes:
- (a) improper operation or maintenance of the System by the Purchaser;

- (b) normal wear and tear;
 - (c) use of the System with items not supplied by the Supplier, unless otherwise identified in the Technical Requirements, or approved by the Supplier; or
 - (d) modifications made to the System by the Purchaser, or a third party, not approved by the Supplier.
- 29.7 The Supplier's obligations under this GCC Clause 29 shall not apply to:
- (a) any materials that are normally consumed in operation or have a normal life shorter than the Warranty Period; or
 - (b) any designs, specifications, or other data designed, supplied, or specified by or on behalf of the Purchaser or any matters for which the Supplier has disclaimed responsibility, in accordance with GCC Clause 21.1.2.
- 29.8 The Purchaser shall give the Supplier a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect any such defect. The Purchaser shall afford the Supplier all necessary access to the System and the site to enable the Supplier to perform its obligations under this GCC Clause 29.
- 29.9 The Supplier may, with the consent of the Purchaser, remove from the site any Information Technologies and other Goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, the Purchaser may give the Supplier notice requiring that tests of the defective part be made by the Supplier immediately upon completion of such remedial work, whereupon the Supplier shall carry out such tests.
- If such part fails the tests, the Supplier shall carry out further repair, replacement, or making good (as the case may be) until that part of the System passes such tests.

The tests shall be agreed upon by the Purchaser and the Supplier.

- 29.10 **Unless otherwise specified in the SCC**, the response times and repair/replacement times for Warranty Defect Repair are specified in the Technical Requirements. Nevertheless, if the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within two weeks the Purchaser may, following notice to the Supplier, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Purchaser in connection with such work shall be paid to the Purchaser by the Supplier or may be deducted by the Purchaser from any monies due the Supplier or claimed under the Performance Security.
- 29.11 If the System or Subsystem cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the System shall be extended by a period equal to the period during which the System or Subsystem could not be used by the Purchaser because of such defect and/or making good of such defect.
- 29.12 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Defect Liability Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater. For reasons of information security, the Purchaser may choose to retain physical possession of any replaced defective information storage devices.
- 29.13 At the request of the Purchaser and without prejudice to any other rights and remedies that the Purchaser may have against the Supplier under the Contract, the Supplier will offer all possible assistance to the Purchaser to seek warranty services or remedial action from any subcontracted third-party producers or licensor of Goods included in the System, including without limitation assignment or transfer in favor of the Purchaser of the benefit of any warranties given by such producers or licensors to the Supplier.

30. Functional Guarantees

- 30.1 The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the

Purchaser's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract. The Supplier acknowledges that GCC Clause 27 regarding Commissioning and Operational Acceptance governs how technical conformance of the System to the Contract requirements will be determined.

- 30.2 If, for reasons attributable to the Supplier, the System does not conform to the Technical Requirements or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Supplier shall notify the Purchaser upon completion of the necessary changes, modifications, and/or additions and shall request the Purchaser to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.
- 30.3 If the System (or Subsystem[s]) fails to achieve Operational Acceptance, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2, and forfeiture of the Supplier's Performance Security in accordance with GCC Clause 13.3 in compensation for the extra costs and delays likely to result from this failure.

**31. Intellectual
Property Rights
Warranty**

- 31.1 The Supplier hereby represents and warrants that:
- (a) the System as supplied, installed, tested, and accepted;
 - (b) use of the System in accordance with the Contract; and
 - (c) copying of the Software and Materials provided to the Purchaser in accordance with the Contract
- do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Purchaser to own or exercise all Intellectual Property

Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System.

**32. Intellectual
Property Rights
Indemnity**

32.1 The Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Purchaser or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:

- (a) installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located;
- (b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and
- (c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Purchaser's breach of GCC Clause 32.2.

32.2 Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.

32.3 Such indemnities shall also not apply if any claim of infringement:

- (a) is asserted by a parent, subsidiary, or affiliate of the Purchaser's organization;
- (b) is a direct result of a design mandated by the Purchaser's Technical Requirements and the

possibility of such infringement was duly noted in the Supplier's Proposal; or

- (c) results from the alteration of the System, including the Materials, by the Purchaser or any persons other than the Supplier or a person authorized by the Supplier.

- 32.4 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Clause 32.1, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) days, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

- 32.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in connection with this Contract by the Purchaser or any persons (other than the Supplier) contracted by the Purchaser, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier's breach of GCC Clause 32.8.

32.6 Such indemnity shall not cover

- (a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;
- (b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Purchaser or any other person contracted by the Purchaser, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

32.7 Such indemnities shall also not apply:

- (a) if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Supplier's organization;
- (b) to the extent that any claim of infringement is caused by the alteration, by the Supplier, or any persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or materials provided to the Supplier by the Purchaser or any persons contracted by the Purchaser.

32.8 If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in GCC Clause 32.5, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any

such proceedings or claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing.

33.Limitation of Liability

33.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

G. RISK DISTRIBUTION

34.Transfer of Ownership

34.1 With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Purchaser at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.

34.2 Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 15 (Copyright) Clause 16 (Software License Agreements), and any elaboration in the Technical Requirements.

34.3 Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.

35. Care of the System

35.1 The Purchaser shall become responsible for the care and custody of the System or Subsystems upon their Delivery. The Purchaser shall make good at its own cost any loss or damage that may occur to the System or Subsystems from any cause from the date of Delivery until the date of Operational Acceptance of the System or Subsystems, pursuant to GCC Clause 27 (Commissioning and Operational Acceptance), excepting such loss or damage arising from acts or omissions of the Supplier, its employees, or subcontractors.

35.2 If any loss or damage occurs to the System or any part of the System by reason of:

- (a) (insofar as they relate to the country where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced Supplier could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 37;
- (b) any use not in accordance with the Contract, by the Purchaser or any third party;
- (c) any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Purchaser, or any such matter for which the Supplier has disclaimed responsibility in accordance with GCC Clause 21.1.2,

the Purchaser shall pay to the Supplier all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the Purchaser requests the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Supplier shall make good the same at the cost of the Purchaser in accordance with GCC Clause 39. If the Purchaser does not request the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Purchaser shall either request

- a change in accordance with GCC Clause 39, excluding the performance of that part of the System thereby lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, the Purchaser shall terminate the Contract pursuant to GCC Clause 41.1.
- 35.3 The Purchaser shall be liable for any loss of or damage to any Supplier's Equipment which the Purchaser has authorized to locate within the Purchaser's premises for use in fulfillment of Supplier's obligations under the Contract, except where such loss or damage arises from acts or omissions of the Supplier, its employees, or subcontractors.
- 36. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification**
- 36.1 The Supplier and each and every Subcontractor shall abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in the Purchaser's Country.
- 36.2 Subject to GCC Clause 36.3, the Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Purchaser or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, installation, testing, and Commissioning of the System and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Purchaser, its contractors, employees, officers, or agents.
- 36.3 If any proceedings are brought or any claim is made against the Purchaser that might subject the Supplier to liability under GCC Clause 36.2, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such

proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) day period, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

- 36.4 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Purchaser, other than the System not yet achieving Operational Acceptance, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 37 (Insurances), provided that such fire, explosion, or other perils were not caused by any act or failure of the Supplier.
- 36.5 If any proceedings are brought or any claim is made against the Supplier that might subject the Purchaser to liability under GCC Clause 36.4, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in conducting such proceedings or claim

and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing.

- 36.6 The party entitled to the benefit of an indemnity under this GCC Clause 36 shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

37. Insurances

- 37.1 The Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Purchaser, who should not unreasonably withhold such approval.

(a) Cargo Insurance During Transport

as applicable, 110 percent of the price of the Information Technologies and other Goods in a freely convertible currency, covering the Goods from physical loss or damage during shipment through receipt at the Project Site.

(b) Installation "All Risks" Insurance

as applicable, 110 percent of the price of the Information Technologies and other Goods covering the Goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under "all risks" insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the System.

(c) Third-Party Liability Insurance

On terms as **specified in the SCC**, covering bodily injury or death suffered by third parties (including the Purchaser's personnel) and loss of or damage to property (including the Purchaser's property and any Subsystems that have been accepted by the Purchaser) occurring in connection with the supply and installation of the Information System.

(d) Automobile Liability Insurance

In accordance with the statutory requirements prevailing in the Purchaser's Country, covering

use of all vehicles used by the Supplier or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.

(e) Other Insurance (if any), as **specified in the SCC**.

- 37.2 The Purchaser shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1, except for the Third-Party Liability, and the Supplier's Subcontractors shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1 except for Cargo Insurance During Transport. All insurer's rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.
- 37.3 The Supplier shall deliver to the Purchaser certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.
- 37.4 The Supplier shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Supplier.
- 37.5 If the Supplier fails to take out and/or maintain in effect the insurance referred to in GCC Clause 37.1, the Purchaser may take out and maintain in effect any such insurance and may from time to time deduct from any amount due the Supplier under the Contract any premium that the Purchaser shall have paid to the insurer or may otherwise recover such amount as a debt due from the Supplier.
- 37.6 Unless otherwise provided in the Contract, the Supplier shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC Clause 37, and all monies payable by any insurers shall be paid to the Supplier. The Purchaser shall give to the Supplier all such reasonable assistance as may be required by the Supplier in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Purchaser's interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior

written consent of the Purchaser. With respect to insurance claims in which the Supplier's interest is involved, the Purchaser shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.

- 38. Force Majeure** 38.1 "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:
- (a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
 - (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
 - (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;
 - (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
 - (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;
 - (f) failure, by the Supplier, to obtain the necessary export permit(s) from the governments of the Country(s) of Origin of the Information Technologies or other Goods, or Supplier's Equipment provided that the Supplier has made all reasonable efforts to obtain the required export

permit(s), including the exercise of due diligence in determining the eligibility of the System and all of its components for receipt of the necessary export permits.

- 38.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.
- 38.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended in accordance with GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).
- 38.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Clause 38.6.
- 38.5 No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
- (a) constitute a default or breach of the Contract;
 - (b) (subject to GCC Clauses 35.2, 38.3, and 38.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance,
- if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.
- 38.6 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on

account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.

- 38.7 In the event of termination pursuant to GCC Clause 38.6, the rights and obligations of the Purchaser and the Supplier shall be as specified in GCC Clauses 41.1.2 and 41.1.3.
- 38.8 Notwithstanding GCC Clause 38.5, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Contract.

H. CHANGE IN CONTRACT ELEMENTS

39. Changes to the System

39.1 Introducing a Change

39.1.1 Subject to GCC Clauses 39.2.5 and 39.2.7, the Purchaser shall have the right to propose, and subsequently require, the Project Manager to order the Supplier from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called “Change”), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract.

A Change may involve, but is not restricted to, the substitution of updated Information Technologies and related Services in accordance with GCC Clause 23 (Product Upgrades).

39.1.2 The Supplier may from time to time during its performance of the Contract propose to the Purchaser (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the System. The Purchaser may at its discretion approve or reject any Change proposed by the Supplier.

39.1.3 Notwithstanding GCC Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Operational Acceptance.

39.1.4 The procedure on how to proceed with and execute Changes is specified in GCC Clauses 39.2 and 39.3, and further details and sample forms are provided in the Sample Contractual Forms Section in the request for proposals document.

39.1.5 Moreover, the Purchaser and Supplier will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be “frozen.” Any Change initiated after this time will be dealt with after Operational Acceptance.

39.2 Changes Originating from Purchaser

39.2.1 If the Purchaser proposes a Change pursuant to GCC Clauses 39.1.1, it shall send to the Supplier a “Request for Change Proposal,” requiring the Supplier to prepare and furnish to the Project Manager as soon as reasonably practicable a “Change Proposal,” which shall include the following:

- (a) brief description of the Change;
- (b) impact on the Time for Achieving Operational Acceptance;
- (c) detailed estimated cost of the Change;
- (d) effect on Functional Guarantees (if any);
- (e) effect on any other provisions of the Contract; and
- (f) any additional documents as **specified in the SCC**.

39.2.2 Prior to preparing and submitting the “Change Proposal,” the Supplier shall submit to the Project Manager a “Change Estimate Proposal,” which shall be an estimate of the cost of preparing the Change Proposal, plus a first approximation of the

suggested approach and cost for implementing the changes. Upon receipt of the Supplier's Change Estimate Proposal, the Purchaser shall do one of the following:

- (a) accept the Supplier's estimate with instructions to the Supplier to proceed with the preparation of the Change Proposal;
- (b) advise the Supplier of any part of its Change Estimate Proposal that is unacceptable and request the Supplier to review its estimate;
- (c) advise the Supplier that the Purchaser does not intend to proceed with the Change.

39.2.3 Upon receipt of the Purchaser's instruction to proceed under GCC Clause 39.2.2 (a), the Supplier shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause 39.2.1. The Supplier, at its discretion, may specify a validity period for the Change Proposal, after which if the Purchaser and Supplier has not reached agreement in accordance with GCC Clause 39.2.6, then GCC Clause 39.2.7 shall apply.

39.2.4 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.

39.2.5 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate impact of compliance with the Request for Change Proposal and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Supplier may give a written notice of objection to this Request for Change Proposal prior to furnishing the Change Proposal. If the Purchaser accepts the Supplier's objection, the Purchaser

shall withdraw the proposed Change and shall notify the Supplier in writing of its acceptance.

The Supplier's failure to so object to a Request for Change Proposal shall neither affect its right to object to any subsequent requested Changes or Change Orders, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Supplier represents.

39.2.6 Upon receipt of the Change Proposal, the Purchaser and the Supplier shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, the Purchaser shall, if it intends to proceed with the Change, issue the Supplier a Change Order. If the Purchaser is unable to reach a decision within fourteen (14) days, it shall notify the Supplier with details of when the Supplier can expect a decision. If the Purchaser decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Supplier accordingly. Under such circumstances, the Supplier shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Supplier in its Change Estimate Proposal submitted in accordance with GCC Clause 39.2.2.

39.2.7 If the Purchaser and the Supplier cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Achieving Operational Acceptance, or any other matters identified in the Change Proposal, the Change will not be implemented. However, this provision does not limit the rights of either party under GCC Clause 6 (Settlement of Disputes).

39.3 Changes Originating from Supplier

If the Supplier proposes a Change pursuant to GCC Clause 39.1.2, the Supplier shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GCC Clause 39.2.1. Upon

receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Clauses 39.2.6 and 39.2.7. However, should the Purchaser choose not to proceed or the Purchaser and the Supplier cannot come to agreement on the change during any validity period that the Supplier may specify in its Application for Change Proposal, the Supplier shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between the Purchaser and the Supplier to the contrary.

39.4 Value engineering. The Supplier 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) the Purchaser may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Purchaser 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 Purchaser; or
- (c) improves the quality, efficiency, safety or sustainability of the systems; or
- (d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the systems.

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

- (a) a reduction of the Contract Price; the amount to be paid to the Supplier 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 Supplier shall be the full increase in the Contract Price.

39.5 Change Request Budget Cap: Up to 15% of the total contract value may be allocated for Change Requests raised after MVP go-live, subject to BOI written approval for each change and World Bank no objection for cumulative changes exceeding 10% of contract value. Changes beyond 15% require a contract amendment.

39.6 Change Request Turnaround: The Supplier shall provide a written impact assessment (scope, cost, timeline) within 5 business days of a Change Request submission. BOI shall approve or reject within 10 business days. Approved CRs shall be incorporated into the next available sprint. Rejected CRs shall be recorded in the Change Log with reasons.

39.7 MVP Feedback Incorporation (User Testing Gate): Following MVP deployment and a 60-day live operation period, BOI shall conduct structured user acceptance testing with a minimum of 30 end users (DFPs, AKTU staff, public portal users). The Supplier shall incorporate all Priority 1 (critical) feedback findings within 30 days and Priority 2 (important) within 60 days, at no additional cost, provided they do not constitute new features beyond the agreed MVP scope.

39.8 Key Personnel Lock-In: Named key personnel (Project Director and roles as specified in the Technical Proposal) shall not be substituted during the first 12 months of the contract without prior written approval from BOI. Unauthorized substitution shall attract a penalty of 0.5% of contract value per person per month until compliant staffing is restored.

40. Extension of Time for Achieving Operational Acceptance

40.1 The time(s) for achieving Operational Acceptance specified in the Schedule of Implementation shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- (a) any Change in the System as provided in GCC Clause 39 (Change in the Information System);

- (b) any occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure);
- (c) default of the Purchaser; or
- (d) any other matter specifically mentioned in the Contract;

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.

- 40.2 Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Project Manager a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Purchaser and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Purchaser's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause 43.
- 40.3 The Supplier shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

41. Termination

41.1 Termination for Purchaser's Convenience

- 41.1.1 The Purchaser may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GCC Clause 41.1.
- 41.1.2 Upon receipt of the notice of termination under GCC Clause 41.1.1, the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination
- (a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or

any work required to leave the site in a clean and safe condition;

- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.1.2 (d) (ii) below;
- (c) remove all Supplier's Equipment from the site, repatriate the Supplier's Personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;
- (d) in addition, the Supplier, subject to the payment specified in GCC Clause 41.1.3, shall
 - (i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;
 - (ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystem, as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;
 - (iii) deliver to the Purchaser all nonproprietary drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.1.3 In the event of termination of the Contract under GCC Clause 41.1.1, the Purchaser shall pay to the Supplier the following amounts:

- (a) the Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination;
- (b) the costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the site and in the repatriation of the Supplier's Personnel;
- (c) any amount to be paid by the Supplier to its Subcontractors in connection with the

termination of any subcontracts, including any cancellation charges;

- (d) costs incurred by the Supplier in protecting the System and leaving the site in a clean and safe condition pursuant to GCC Clause 41.1.2 (a); and
- (e) the cost of satisfying all other obligations, commitments, and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by GCC Clauses 41.1.3 (a) through (d) above.

41.2 Termination for Supplier's Default

41.2.1 The Purchaser, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Supplier, referring to this GCC Clause 41.2:

- (a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;
- (b) if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 42 (Assignment); or
- (c) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of the Appendix 1 to the GCC, in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization

and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

41.2.2 If the Supplier:

- (a) has abandoned or repudiated the Contract;
- (b) has without valid reason failed to commence work on the System promptly;
- (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
- (d) refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the System in the manner specified in the Agreed Project Plan furnished under GCC Clause 19 at rates of progress that give reasonable assurance to the Purchaser that the Supplier can attain Operational Acceptance of the System by the Time for Achieving Operational Acceptance as extended;

then the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within thirty (30) days of its receipt of such notice, then the Purchaser may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GCC Clause 41.2.

41.2.3 Upon receipt of the notice of termination under GCC Clauses 41.2.1 or 41.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:

- (a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed or any work required to leave the site in a clean and safe condition;

- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.2.3 (d) below;
- (c) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;
- (d) to the extent legally possible, assign to the Purchaser all right, title and benefit of the Supplier to the System or Subsystems as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;
- (e) deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.

41.2.4 The Purchaser may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Purchaser thinks appropriate, the Purchaser shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the site.

41.2.5 Subject to GCC Clause 41.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the costs, if any, incurred in protecting the System and in leaving the site in a clean and safe condition pursuant to GCC Clause 41.2.3 (a). Any sums due the Purchaser from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.

41.2.6 If the Purchaser completes the System, the cost of completing the System by the Purchaser shall be determined. If the sum that the Supplier is entitled

to be paid, pursuant to GCC Clause 41.2.5, plus the reasonable costs incurred by the Purchaser in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC Clause 41.2.5, the Supplier shall pay the balance to the Purchaser, and if such excess is less than the sums due the Supplier under GCC Clause 41.2.5, the Purchaser shall pay the balance to the Supplier. The Purchaser and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

41.3 Termination by Supplier

41.3.1 If:

- (a) the Purchaser has failed to pay the Supplier any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause **pursuant to the SCC**, or commits a substantial breach of the Contract, the Supplier may give a notice to the Purchaser that requires payment of such sum, with interest on this sum as stipulated in GCC Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Purchaser to remedy the same, as the case may be. If the Purchaser fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Supplier's notice; or
- (b) the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser, including but not limited to the Purchaser's failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the System;

then the Supplier may give a notice to the Purchaser of such events, and if the Purchaser has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Supplier is still unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser within twenty-eight (28) days of the said notice, the Supplier may by a further notice to the Purchaser referring to this GCC Clause 41.3.1, forthwith terminate the Contract.

41.3.2 The Supplier may terminate the Contract immediately by giving a notice to the Purchaser to that effect, referring to this GCC Clause 41.3.2, if the Purchaser becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Purchaser takes or suffers any other analogous action in consequence of debt.

41.3.3 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, then the Supplier shall immediately:

- (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Clause 41.3.3 (d) (ii);
- (c) remove all Supplier's Equipment from the site and repatriate the Supplier's Personnel from the site.
- (d) In addition, the Supplier, subject to the payment specified in GCC Clause 41.3.4, shall:

- (i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;
- (ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystems, as of the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;
- (iii) to the extent legally possible, deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.3.4 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, the Purchaser shall pay to the Supplier all payments specified in GCC Clause 41.1.3 and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Supplier arising out of, in connection with, or in consequence of such termination.

41.3.5 Termination by the Supplier pursuant to this GCC Clause 41.3 is without prejudice to any other rights or remedies of the Supplier that may be exercised in lieu of or in addition to rights conferred by GCC Clause 41.3.

41.4 In this GCC Clause 41, the expression “portion of the System executed” shall include all work executed, Services provided, and all Information Technologies, or other Goods acquired (or subject to a legally binding obligation to purchase) by the Supplier and used or intended to be used for the purpose of the System, up to and including the date of termination.

41.5 In this GCC Clause 41, in calculating any monies due from the Purchaser to the Supplier, account shall be taken of any sum previously paid by the Purchaser to the Supplier under the Contract, including any advance payment paid **pursuant to the SCC**.

- 42. Assignment** 42.1 Neither the Purchaser nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

I. SETTLEMENT OF DISPUTES

- 43. Settlement of Disputes** 43.1 Adjudication
- 43.1.1 If any dispute of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the System (whether during the progress of implementation or after its achieving Operational Acceptance and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute by mutual consultation. If the parties fail to resolve such a dispute by mutual consultation within fourteen (14) days after one party has notified the other in writing of the dispute, then, if the Contract Agreement in Appendix 2 includes and names an Adjudicator, the dispute shall, within another fourteen (14) days, be referred in writing by either party to the Adjudicator, with a copy to the other party. If there is no Adjudicator specified in the Contract Agreement, the mutual consultation period stated above shall last twenty-eight (28) days (instead of fourteen), upon expiry of which either party may move to the notification of arbitration pursuant to GCC Clause 43.2.1.
- 43.1.2 The Adjudicator shall give his or her decision in writing to both parties within twenty-eight (28) days of the dispute being referred to the Adjudicator. If the Adjudicator has done so, and no

notice of intention to commence arbitration has been given by either the Purchaser or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon the Purchaser and the Supplier. Any decision that has become final and binding shall be implemented by the parties forthwith.

43.1.3 The Adjudicator shall be paid an hourly fee at the rate specified in the Contract Agreement plus reasonable expenditures incurred in the execution of duties as Adjudicator, and these costs shall be divided equally between the Purchaser and the Supplier.

43.1.4 Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not fulfilling his or her functions in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Purchaser and the Supplier. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority **specified in the SCC**, or, if no Appointing Authority is **specified in SCC**, the Contract shall, from this point onward and until the parties may otherwise agree on an Adjudicator or an Appointing Authority, be implemented as if there is no Adjudicator.

43.2 Arbitration

43.2.1 If

- (a) the Purchaser or the Supplier is dissatisfied with the Adjudicator's decision and acts before this decision has become final and binding pursuant to GCC Clause 43.1.2, or
- (b) the Adjudicator fails to give a decision within the allotted time from referral of the dispute pursuant to GCC Clause 43.1.2, and the Purchaser or the Supplier acts within the following fourteen (14) days, or
- (c) in the absence of an Adjudicator from the Contract Agreement, the mutual consultation pursuant to GCC Clause 43.1.1 expires without

resolution of the dispute and the Purchaser or the Supplier acts within the following fourteen (14) days,

then either the Purchaser or the Supplier may act to give notice to the other party, with a copy for information to the Adjudicator in case an Adjudicator had been involved, of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

43.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Clause 43.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after Installation of the Information System.

43.2.3 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

- 43.3 Notwithstanding any reference to the Adjudicator or arbitration in this clause,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

J. CYBER SECURITY

44. Cyber Security

- 44.1 **Pursuant to the SCC,** the Supplier, including its Subcontractors/ suppliers/ manufacturers 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 Supplier, including its Subcontractors/ suppliers/ manufacturers, 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.

APPENDIX 1

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 mis procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a 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

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.

the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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.

APPENDIX 2

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 Supplier, 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, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.
<i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i>
Period of disqualification: From: _____ To: _____

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 Supplier:

Signature: _____

Date signed _____ day of _____, ____

SECTION IX - SPECIAL CONDITIONS OF CONTRACT

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Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract. For the purposes of clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

A. CONTRACT AND INTERPRETATION

Definitions (GCC Clause 1)

GCC 1.1 (a) (ix)	The applicable edition of the Procurement Regulation is dated: <i>July 2016, Revised November 2017 and August 2018, November 2020 and September 2023</i>
GCC 1.1 (b) (i)	The Purchaser is: <i>Prime Minister's Office Board of Investment (Digital Economy Enhancement Project (DEEP-BOI)</i>
GCC 1.1 (b) (ii)	The Project Manager is: <i>Project Director , Prime Minister's Office Digital Economy Enhancement Project (DEEP)-Board of Investment</i>
GCC 1.1 (e) (i)	The Purchaser's Country is: <i>Islamic Republic of Pakistan</i>
GCC 1.1 (e) (x)	<i>The contract shall be valid till successful completion of the warranty period (if any/ applicable) and all the contractual obligation and/or any extended period beyond the original warranty period as mutually agreed between the parties.</i>
GCC 1.1 (e) (xiii)	The Post-Warranty Services Period is <i>Twenty-four (24) months</i> starting with the completion of the Warranty Period.

Notices (GCC Clause 4)

GCC 4.3	Address of the Project Manager: <i>Prime Minister's Office , Board of Investment, Digital Economy Enhancement Project DEEP-Board of Investment</i> Fallback address of the Purchaser: <i>To be mentioned.</i>

B. SUBJECT MATTER OF CONTRACT

Scope of the System (GCC Clause 7)

GCC 7.3	The Supplier's obligations under the Contract will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Supplier's Proposal: <i>please see the section System Inventory Table (Recurrent Cost Items) in section vii.</i> <i>Furthermore, The Supplier shall establish a Project Management Office (PMO) aligned with BOI PMU, including:</i> • <i>Named Project Director and Technical Architect;</i> • <i>Formal governance forums;</i> • <i>Monthly progress reporting and milestone-based reviews;</i> • <i>Change Control Board as approved by the Purchaser.</i> <i>No material design or scope change shall be implemented without written approval of the Purchaser.</i>

Time for Commencement and Operational Acceptance (GCC Clause 8)

GCC 8.1	The Supplier shall commence work on the System: <i>From the Signing Date of the Contract.</i>

Supplier's Responsibilities (GCC Clause 9)

GCC 9.1	Health and safety manual is required.
GCC 9.8	The following sustainable procurement contractual provisions, apply: <i>"none"</i>
GCC 9.18	The Supplier <i>"is required"</i> to make security arrangements for the Project Site/s.

C. PAYMENT

Contract Price (GCC Clause 11)

GCC 11.2	Adjustments to the Contract Price shall be as follows: <i>“not applicable”</i>

Terms of Payment (GCC Clause 12)

GCC 12.1

Subject to the provisions of GCC Clause 12 (Terms of Payment), the Purchaser shall pay the Contract Price to the Supplier according to the categories and in the manner specified below.

PAYMENT RELEASE SCHEDULE

Linked to Milestones for both activities. Hence the bidders to submit the costing details of both activities separately.

(Activity 1: PRR System Development Contract)

Miles tone	Linked Deliverable	Accepta nce Week	Payment %	Cumulative %
M1	Project Inception Deliverables (Project Plan, Architecture, Standards Finalization)	Week 2	10%	10%
M2	Subsystem 1 — PRR MVP Core operational (early RLCO data entry live)	Week 10	15%	25%
M3	Subsystem 2 — Workflow Engine & Compliance Controls deployed	Week 16	10%	35%
M4	Subsystem 3 — MIS Dashboards + Reminders/Escalations	Week 18	5%	40%
M5	Subsystem 4 — Public Portal & Consultation System operational	Week 20	10%	50%
M6	Subsystem 5 — BPMN/BPR Workflow Library + Reform Packs	Week 22	5%	55%

M7	Subsystem 6 — IT Readiness Assessment module operational	Week 24	10%	65%
M8	Subsystem 7 — Cost Impact Assessment Module (SCM/RIA-lite)	Week 26	10%	75%
M9	Subsystem 8 — RIS/AKTU Gatekeeping system deployed	Week 28	5%	80%
M10	Subsystem 9 — AI Assist modules operational	Week 28	5%	85%
M11	Subsystem 10 Integrated System Acceptance & Operational Go-Live	Week 40	10%	95%
M12	Final Documentation, Handover & Stabilization Completion	Post Go-Live	5%	100%

Payment Release Schedule (Weeks 1-100)

Activity 2 — PRR RLCO Mapping & Workflow Reform Programme

Payment Milestone	Linked Deliverable	Acceptance Week	Payment %	Cumulative %
PM-1	TA Inception & Governance Pack (Rollout framework for 6 jurisdictions)	Week 4	10%	10%
PM-2	ISIC Rev.4 Activity Selection Note (100 economic activities across 5 sectors)	Week 10	10%	20%
PM-3	Mapping Toolkit + SOPs + Training Materials	Week 15	10%	30%
PM-4	RLCO Mapping Wave 1 Completed (Federal Government + ICT)	Week 40	15%	45%

PM-5	RLCO Mapping Wave 2 Completed (Punjab + Sindh)	Week 60	15%	60%
PM-6	RLCO Mapping Wave 3 Completed (KPK + Balochistan)	Week 70	10%	70%
PM-7	As-Is Workflow Library (100 activities documented and validated)	Week 72	10%	80%
PM-8	IT Readiness Register (linked to RLCO mapping outputs)	Week 98	5%	85%
PM-9	To-Be Workflow Reform Packages (100 activities + traceability)	Week 98	10%	95%
PM-10	TA Closeout & Handover (toolkits, workflow library, training transfer)	Week 100	5%	100%

Each milestone shall be supported by demonstrable deliverables, documentation, and acceptance sign-off.

The payment(s) shall be made upon completion of delivery and successful installation, testing, commissioning (as applicable) and subsequent acceptance as per respective clauses of the Contract together with verification/ acceptance/ sign-off of the Supplier's invoice(s) and Documents for Payments by the Purchaser.

A sign-off by Purchaser regarding successful delivery and subsequent installation, testing, commissioning, and acceptance (as applicable) shall be a prerequisite before an invoice can be submitted by the Supplier.

Recurrent Costs

one hundred percent (100%) of the price of the services actually delivered will be paid quarterly in arrears, on submission and Purchaser's approval of invoices.

For the payments under this Contract, the Supplier must opt any option(s) mentioned below at the time of proposal(s) submission. The method and

	conditions of payment to be made to the Supplier under this Contract shall be as follows: A. Payment for Goods and Services Quoted in Local Currency (PKR): <i>Purchaser will make individual invoice's payment through Cross Cheque in PKR to the Supplier.</i> B. Payment for Goods Quoted in Foreign Currency: <i>(1). In case of local suppliers, purchaser will make individual invoice's payment in equivalent PKR as per the exchange rate (Selling Rate as notified by State Bank of Pakistan) prevailing on the date of verification/ acceptance/ sign-off of the invoice by the Purchaser as submitted by the Supplier along with Documents for Payment through Cross Cheque to the Supplier.</i> <i>(2). In the case of International Suppliers only, the World Bank upon request Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing</i>
GCC 12.3	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be ninety (90) days. The interest rates that shall be applied are: • 1%+SOFR for Foreign Currency, and • 1%+KIBOR for Local Currency [Pak. Rs.]
GCC 12.4	The Supplier will invoice the Purchaser in the currency used in the Contract Agreement and the Price Schedules it refers to, for Goods and Services supplied locally, and the conversion between this currency and PKR for payment purposes - in case the two currencies are different - will be made as of the actual payment date using the exchange rate found on official website of the State Bank of Pakistan prevailing on the contract signing date.
GCC 12.6	<i>GCC Clause 12.6 applies.</i>

Securities (GCC Clause 13)

GCC 13.3.1	The Performance Security shall be denominated in <i>the currency of the Contract or PKR</i> for an amount equal to 5% percent of the Contract Price, excluding any Recurrent Costs. The Performance Security shall be in the shape of an unconditional and irrevocable Bank Guarantee issued by any scheduled bank in Pakistan as per applicable template valid for a period of 02 years.

GCC 13.3.4	During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced to 2.5 percent of the Contract Price (including Recurrent Costs for the Warranty period). Discharge of the Performance Security shall take place: Within 60 days following successful completion of warranty and performance obligations by the Supplier under the Contract.

D. INTELLECTUAL PROPERTY

Copyright (GCC Clause 15)

GCC 15.3	<i>There are no Special Conditions of Contract applicable to GCC Clause 15.3</i>
GCC 15.4	<i>Pursuant to GCC Clause 15.4, all custom-developed software, configurations, source code, documentation, and APIs developed under the Contract shall vest irrevocably with the Purchaser.</i> <i>The Purchaser shall have:</i> • <i>Perpetual, irrevocable, royalty-free rights to use, modify, and share such assets within Government of Pakistan;</i> • <i>Rights to appoint third parties for maintenance, enhancement, or integration.</i> <i>Any third-party or open-source components shall be fully disclosed, with licenses compliant with government use.</i>
GCC 15.5	<i>There are no Special Conditions of Contract applicable to GCC Clause 15.5</i>

Software License Agreements (GCC Clause 16)

GCC 16.1 (a) (iv)	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (a) (iv)</i>
GCC 16.1 (b) (vi)	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vi)</i>
GCC 16.1 (b) (vii)	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vii)</i>

GCC 16.2	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.2</i>

Confidential Information (GCC Clause 17)

GCC 17.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 17.1</i>

E. SUPPLY, INSTALLATION, TESTING, COMMISSIONING, AND ACCEPTANCE OF THE SYSTEM

Representatives (GCC Clause 18)

GCC 18.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 18</i>
GCC 18.2.2	<i>There are no Special Conditions of Contract applicable to GCC Clause 18.2.2</i>

Project Plan (GCC Clause 19)

GCC 19.1	Chapters in the Project Plan shall address the following subject: <i>(a) Project Organization and Management Plan, including quality assurance, configuration management, problem escalation and resolution, etc.</i> <i>(b) Systems Development Methodology Plan</i> <i>(c) Delivery and Installation Plan</i> <i>(d) Integration and Data Migration Plan</i> <i>(e) Workshops and Training Plan</i> <i>(f) Documentation Plan</i> <i>(g) Verification, Validation and Testing Plan</i> <i>(h) Technical Support Plan, including Warranty Services</i> <i>(i) Task, Time, and Resource Schedules</i> <i>(j) RLCO mapping, AS-IS and To-BE Plan (jurisdiction-wise/sector-wise/economic activity wise);</i>

	Further details regarding the required contents of each of the above chapters are contained in the Technical Requirements.
GCC 19.6	<i>The Supplier shall submit to the Purchaser:</i> (i) <i>monthly inspection and quality assurance reports</i> (ii) <i>monthly log of service calls and problem resolutions</i> (iii) <i>monthly training participants test results</i> (iv) <i>monthly report on status of compliance to cyber security risks management, and any foreseeable cyber security risk and mitigation.</i>
GCC 19.7	<i>Pursuant to GCC Clause 19.7, all data generated, processed, or stored under the Contract shall be the exclusive property of the Government of Pakistan.</i> <i>The Supplier shall:</i> • <i>Ensure data residency within locations approved by the Purchaser;</i> • <i>Not access or use data except for Contract purposes;</i> • <i>Comply with applicable data protection and cyber security requirements.</i>

Design and Engineering (GCC Clause 21)

GCC 21.3.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 21.3.1.</i>

Product Upgrades (GCC Clause 23)

GCC 23.4	<i>There are no Special Conditions of Contract applicable to GCC Clause 23.4.</i>

Inspections and Tests (GCC Clause 25)

GCC 25	<i>Pursuant to GCC Clause 25.</i> <i>As and where/ if applicable:</i> i. <i>The Purchaser or its representative shall have the right to inspect and/ or to test the Goods to confirm their conformity to</i>

	<i>the Technical/ Contract specifications at no extra cost to the Purchaser.</i> ii. <i>The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/ or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings/ production data (if any/ applicable) and online verification from official web site of the Manufacture, shall be furnished to the inspectors at no charge to the Purchaser.</i> iii. <i>Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall replace the rejected Goods within three working days as per specification requirements free of cost to the Purchaser.</i> iv. <i>The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Purchaser's delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the factory/ warehouse.</i> v. <i>Nothing mentioned here "Inspection and Tests" shall not in any way release the Supplier from any warranty or other obligations under this Contract.</i>

Commissioning and Operational Acceptance (GCC Clause 27)

GCC 27.2.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 27.2.1.</i>

F. GUARANTEES AND LIABILITIES

Operational Acceptance Time Guarantee (GCC Clause 28)

GCC 28.2	<i>Liquidated Damages for delay in achieving Operational Acceptance shall be charged at a rate of [Purchaser to insert — recommended: 0.1% of the Contract Price per week of delay] for</i>

	<i>each week (or part thereof) of delay beyond the scheduled Operational Acceptance date</i>
GCC 28.3	<i>"The maximum aggregate Liquidated Damages shall not exceed 10% of the Contract Price excluding Recurrent Costs], applied separately per Activity:</i> <i>— Activity 1 (PRR Platform): maximum 10% of Activity 1 price</i> <i>— Activity 2 (TA Workstream): maximum 10% of Activity 2 price"</i>

Defect Liability (GCC Clause 29)

GCC 29.1	<i>The Defect Liability Period (Warranty Period) shall be TWO (2) YEARS commencing from the date of issuance of the Final Acceptance Certificate (FAC) following Platform Operational Acceptance. The Warranty Period covers all defect repair, security patching, AI module maintenance, and software licence renewals as specified in Section VII sub-section 5.1. The post-warranty Annual Maintenance Contract (AMC) period shall commence immediately upon expiry of the Warranty Period."</i>
GCC 29.4	<i>There are no Special Conditions of Contract applicable to GCC Clause 29.4.</i>
GCC 29.10	<i>There are no Special Conditions of Contract applicable to GCC Clause 29.1</i>

Functional Guarantees (GCC Clause 30)

GCC 30	<i>There are no Special Conditions of Contract applicable to GCC Clause 30.</i>
GCC 32	<i>There are no Special Conditions of Contract applicable to GCC Clause 32.</i>

G. RISK DISTRIBUTION

Insurances (GCC Clause 37)

GCC 37.1 (c)	<i>The Supplier shall obtain Third-Party Liability Insurance in the amount of 10% of the Contract value excluding recurrent Costs (if any) with deductible limits of no more than 50% of the insurance</i>

	<i>amount. The insured Parties shall be Purchaser including its personnel whether regular or project staff or likewise and Purchaser's movable/immovable properties. The Insurance shall cover the period from the date of signing/ effectiveness of the Contract until completion of the Contract including all the responsibilities/ obligations on the Supplier's part.</i>
GCC 37.1 (e)	<i>There are no Special Conditions of Contract applicable to GCC Clause 37.1 (e).</i>

H. CHANGE IN CONTRACT ELEMENTS

Changes to the System (GCC Clause 39)

GCC 39.2.1	<i>Pursuant to GCC 39.2.1(f): sufficient information to enable assessment of cyber security risks.</i> <i>Changes shall be classified as:</i> • <i>Minor (no cost/ schedule impact);</i> • <i>Major (subject to detailed review/ approval, where applicable).</i> <i>All changes shall follow a documented change control procedure.</i>
GCC 39.4	Value Engineering The Purchaser will not consider a Value Engineering Proposal.

I. SETTLEMENT OF DISPUTES

Settlement of Disputes (GCC Clause 43)

GCC 43.1.4	The Appointing Authority for the Adjudicator is: <i>Centre for International Investment and Commercial Arbitration of Pakistan</i>
GCC 43.2.3	<i>If the Supplier is from outside the Purchaser's Country, arbitration proceedings shall be conducted in accordance with the rules of arbitration of the International Chamber of Commerce (ICC). These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract.</i>

	<i>If the Supplier is a national of the Purchaser's Country, any dispute between the Purchaser and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of the Purchaser's country i.e., Arbitration Act 1940.</i>
J. CYBER SECURITY Cyber Security (GCC Clause 44)	
GCC 44.1	<i>Cyber Security "applies" to this Contract.</i> <i>At contract expiry or termination, the Supplier shall:</i> • <i>Provide full handover of source code, configurations, credentials, and documentation;</i> • <i>Support transition to another supplier or in-house team for up to six (6) months;</i> • <i>Ensure business continuity without service disruption.</i>

SECTION X - CONTRACT FORMS

Notes to Proposers on working with the Sample Contractual Forms

The following forms are to be completed and submitted by the successful Proposer following receipt of the Letter of Acceptance from the Purchaser: (i) Contract Agreement, with all Appendices; (ii) Performance Security; and (iii) Advance Payment Security – if applicable.

- **Contract Agreement:** In addition to specifying the parties and the Contract Price, the Contract Agreement is where the: (i) Supplier Representative; (ii) if applicable, agreed Adjudicator and his/her compensation; and (iii) the List of Approved Subcontractors are specified. In addition, modifications to the successful Proposer's Proposal Price Schedules are attached to the Agreement. These contain corrections and adjustments to the Supplier's Proposal prices to correct errors, adjust the Contract Price to reflect – if applicable - any extensions to Proposal validity beyond the last day of original Proposal validity plus 56 days, etc.
- **Performance Security:** Pursuant to GCC Clause 13.3, the successful Proposer is required to provide the Performance Security in the form contained in this section of this request for proposals document and in the amount specified in accordance with the SCC.
- **Advance Payment Security – if applicable:** Pursuant to GCC Clause 13.2, the successful Proposer is required to provide a bank guarantee for the full amount of the Advance Payment - if an Advance Payment is specified in the SCC for GCC Clause 12.1 - in the form contained in this section of this request for proposals document or another form acceptable to the Purchaser. If a Proposer wishes to propose a different Advance Payment Security form, it should submit a copy to the Purchaser promptly for review and confirmation of acceptability before the proposal submission deadline.

The Purchaser and Supplier will use the following additional forms during Contract implementation to formalize or certify important Contract events: (i) the Installation and Operational Acceptance Certificates; and (ii) the various Change Order forms. These and the procedures for their use during performance of the Contract are included in the request for proposals document for the information of Proposers.

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NOTIFICATION OF INTENTION TO AWARD

[This Notification of Intention to Award shall be sent to each Proposer that submitted a Proposal, unless the Proposer has previously received notice of exclusion from the process Proposer.]

[Send this Notification to the Proposer's Authorized Representative named in the Proposer Information Form]

For the attention of Proposer'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 all participating Proposers. The Notification must be sent to all Proposers simultaneously. This means on the same date and as close to the same time as possible.]

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

Notification of Intention to Award

Purchaser: ***[insert the name of the Purchaser]***

Project: ***[insert name of project]***

Contract title: ***[insert the name of the contract]***

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

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

RFP No: ***[insert RFP 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 Proposal, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Proposer

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

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

Name of Proposer	Technical Score (If applicable)	Proposal price	Evaluated Proposal Cost	Combined Score
[insert name]	[insert Technical score]	[insert Proposal price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Proposal price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Proposal price]	[insert evaluated cost]	[insert combined score]

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

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

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 Proposal. 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 Proposer, 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 Purchaser]*

Email address: *[insert email address]*

Fax number: *[insert fax number or state “not applicable”]*

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 Proposer, 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 Purchaser]*

Email address: *[insert email address]*

Fax number: *[insert fax number or state “not applicable”]*

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.

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 Proposer who submitted a Proposal in this procurement, 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 deadline 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. 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 Purchaser:

Signature: _____

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

Agency: *[insert name of Purchaser]*

Email address: *[insert email address]*

Telephone number: *[insert telephone number]*

BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Proposer. In case of joint venture, the Proposer 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 Proposer is any natural person who ultimately owns or controls the Proposer 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 Proposer*

RFP No.: [insert number of RFP process]

Request for Proposals No.: [insert **identification**]

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

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 Proposer (Yes / No)

<i>[include full name (last, middle, first), nationality, country of residence]</i>			

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 Proposer

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 Proposer 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 Proposer”

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

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

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

Signature of the person named above: _____

Date signed *[insert **ordinal number**]* day of *[insert **month**]*, *[insert **year**]*

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

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

LETTER OF ACCEPTANCE

Purchaser: *[insert the name of the Purchaser]*

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

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

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

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

Date: *[insert Date]*

To: *[insert Name of Proposer]*

This is to notify you that your Proposal dated *[insert Date]* for execution of the *[insert brief description of the Information System]* for the Contract Price in the aggregate of *[insert amount in figures]* (*[insert amount in words]*), as corrected and modified in accordance with the Instructions to Proposers 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 ITP 47.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the request for proposals document.

Authorized Signature: _____

Name and Title of Signatory: *[insert Name and Title]*

Name of Agency: *[insert Purchaser Name]*

Attachment: Contract Agreement

1. CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) [*insert: Name of Purchaser*], a [*insert: description of type of legal entity, for example, an agency of the Ministry of . . .*] of the Government of [*insert: country of Purchaser*], or corporation incorporated under the laws of [*insert: country of Purchaser*] and having its principal place of business at [*insert: address of Purchaser*] (hereinafter called “the Purchaser”), and
- (2) [*insert: name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called “the Supplier”).

WHEREAS the Purchaser desires to engage the Supplier to supply, install, achieve Operational Acceptance of, and support the following Information System [*insert: brief description of the Information System*] (“the System”), and the Supplier has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HEREBY AGREED as follows:

Article 1.	1.1 Contract Documents (Reference GCC Clause 1.1 (a) (ii))
Contract Documents	The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract: (a) This Contract Agreement and the Appendices attached to the Contract Agreement (b) Special Conditions of Contract (c) General Conditions of Contract (d) Technical Requirements (including Implementation Schedule) (e) The Supplier’s proposal and original Price Schedules (f) Code of Conduct for Supplier’s Personnel (g) [<i>Add here: any other documents</i>]

1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above, provided that Appendix 7 shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 1.1 above.

1.3 Definitions (Reference GCC Clause 1)

Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article 2.

Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 1.1(a)(viii) and GCC Clause 11)

The Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations under the Contract. The Contract Price shall be the aggregate of: *[insert: amount of foreign currency A in words]*, *[insert: amount in figures]*, plus *[insert: amount of foreign currency B in words]*, *[insert: amount in figures]*, plus *[insert: amount of foreign currency C in words]*, *[insert: amount in figures]*, *[insert: amount of local currency in words]*, *[insert: amount in figures]*, as specified in the Grand Summary Price Schedule.

The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated Incoterms, and the taxes, duties and related levies if and as identified.

Article 3.

Effective Date for Determining Time for Operational Acceptance

3.1 Effective Date (Reference GCC Clause 1.1 (e) (ix))

The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Supplier;
- (b) The Supplier has submitted to the Purchaser the performance security and the advance payment security, in accordance with GCC Clause 13.2 and GCC Clause 13.3;
- (c) The Purchaser has paid the Supplier the advance payment, in accordance with GCC Clause 12;

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

- 3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Achieving Operational Acceptance and/or other relevant conditions of the Contract.

Article 4.

- 4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.

Appendixes

- 4.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

APPENDIXES

- Appendix 1. Supplier's Representative
- Appendix 2. Adjudicator *[if there is no Adjudicator, state "**not applicable**"]*
- Appendix 3. List of Approved Subcontractors
- Appendix 4. Categories of Software
- Appendix 5. Custom Materials
- Appendix 6. Revised Price Schedules (if any)
- Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Purchaser

Signed:

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

in the presence of

For and on behalf of the Supplier

Signed:

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

in the presence of

CONTRACT AGREEMENT

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

BETWEEN

[*insert: name of Purchaser*], “the Purchaser”

and

[*insert: name of Supplier*], “the Supplier”

Appendix 1. Supplier's Representative

In accordance with GCC Clause 1.1 (b) (iv), the Supplier's Representative is:

Name: *[insert: **name and provide title and address further below, or state "to be nominated within fourteen (14) days of the Effective Date"**]*

Title: *[if appropriate, insert: **title**]*

In accordance with GCC Clause 4.3, the Supplier's addresses for notices under the Contract are:

Address of the Supplier's Representative: *[as appropriate, insert: **personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.**]*

Fallback address of the Supplier: *[as appropriate, insert: **personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.**]*

Appendix 2. Adjudicator

In accordance with GCC Clause 1.1 (b) (vi), the agreed-upon Adjudicator is:

Name: *[insert: **name**]*

Title: *[insert: **title**]*

Address: *[insert: **postal address**]*

Telephone: *[insert: **telephone**]*

In accordance with GCC Clause 43.1.3, the agreed-upon fees and reimbursable expenses are:

Hourly Fees: *[insert: **hourly fees**]*

Reimbursable Expenses: *[list: **reimbursables**]*

Pursuant to GCC Clause 43.1.4, if at the time of Contract signing, agreement has not been reached between the Purchaser and the Supplier, an Adjudicator will be appointed by the Appointing Authority named in the SCC.

Appendix 3. List of Approved Subcontractors

The Purchaser has approved use of the following Subcontractors nominated by the Supplier for carrying out the item or component of the System indicated. Where more than one Subcontractor is listed, the Supplier is free to choose between them, but it must notify the Purchaser of its choice sufficiently in advance of the time when the subcontracted work needs to commence to give the Purchaser reasonable time for review. In accordance with GCC Clause 20.1, the Supplier is free to submit proposals for Subcontractors for additional items from time to time. No subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Purchaser and their names have been added to this list of Approved Subcontractors, subject to GCC Clause 20.3.

[specify: item, approved Subcontractors, and their place of registration that the Supplier proposed in the corresponding attachment to its proposal and that the Purchaser approves that the Supplier engage during the performance of the Contract. Add additional pages as necessary.]

Item	Approved Subcontractors	Place of Registration

Appendix 4. Categories of Software

The following table assigns each item of Software supplied and installed under the Contract to one of the three categories: (i) System Software, (ii) General-Purpose Software, or (iii) Application Software; and to one of the two categories: (i) Standard Software or (ii) Custom Software and to one of the two categories: (i) Proprietary or (ii) Open Source.

	(select one per title)			(select one per title)		(select one per title)	
Title	System	General-Purpose	Application	Standard	Custom	Proprietary	Open Source
[insert Title]							
[insert Title]							
[insert Title]							
[insert Title]							
[insert Title]							
[insert Title]							

Appendix 5. Custom Materials

The follow table specifies the Custom Materials the Supplier will provide under the Contract.

Custom Materials
<i>[insert Title and description]</i>
<i>[insert Title and description]</i>
<i>[insert Title and description]</i>
<i>[insert Title and description]</i>
<i>[insert Title and description]</i>

Appendix 6. Revised Price Schedules

The attached Revised Price Schedules (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the Price Schedules contained in the Supplier's Proposal. These Revised Price Schedules reflect any corrections or adjustments to the Supplier's proposal price, pursuant to the ITP Clauses 30.3 and 38.2.

Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

The attached Contract amendments (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the relevant clauses in the GCC, SCC, Technical Requirements, or other parts of this Contract as defined in GCC Clause 1.1 (a) (ii).

2. PERFORMANCE AND ADVANCE PAYMENT SECURITY FORMS

2.1 Performance Security Form (Bank Guarantee) (Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

*[insert: **Bank's Name, and Address of Issuing Branch or Office**]*

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

Date: *[insert: **date**]*

PERFORMANCE GUARANTEE No.: *[insert: **Performance Guarantee Number**]*

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

We have been informed that on *[insert: **date of award**]* you awarded Contract No. *[insert: **Contract number**]* for *[insert: **title and/or brief description of the Contract**]* (hereinafter called "the Contract") to *[insert: **complete name of Supplier which in the case of a joint venture shall be in the name of the joint venture**]* (hereinafter called "the Applicant"). 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 you any sum(s) not exceeding *[insert: **amount(s)¹ in figures and words**]* such sum being payable in the types and proportions of currencies which the Contract Price is payable upon receipt by us of 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 or reasons for their demand or the sum specified therein.

On the date of your issuing, to the Supplier, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding *[insert: **amount(s)¹ in figures and words**]*. This remaining guarantee shall expire no later than *[insert: **number** and select: **of months/of years** (of the Warranty Period that needs to be covered by the remaining guarantee)]* from the date of the Operational Acceptance Certificate

¹ The bank shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 13.3.1 and 13.3.4 respectively, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

for the System,¹ and any demand for payment under it must be received by us at this office on or before that date.

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

[Signature(s)]

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

¹ *In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 13.3. However, if the SCC for GCC Clauses 13.3.1 and 13.3.4 varies from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.*

2.2 Advance Payment Security Bank Guarantee – If Applicable

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[insert **date of issue**]*

ADVANCE PAYMENT GUARANTEE No.: *[insert: **Advance Payment Guarantee Number**]*

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

We have been informed that on *[insert: **date of award**]* you awarded Contract No. *[insert: **Contract number**]* for *[insert: **title and/or brief description of the Contract**]* (hereinafter called "the Contract") to *[insert: **complete name of Supplier, which in the case of a joint venture shall be the name of the joint venture**]* (hereinafter called "the Applicant").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert: **amount in numbers and words, for each currency of the advance payment**]* is to be made to the Supplier against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert **amount in figures**]* (*[insert **amount in words**]*)¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to

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

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**]*, *[insert **year**]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

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

3. INSTALLATION AND ACCEPTANCE CERTIFICATES

3. Installation and Acceptance Certificates

3.1 Installation Certificate

Date: *[insert: **date**]*

Loan/Credit Number: *[insert: **loan or credit number from RFP**]*

RFP: *[insert: **title and number of RFP**]*

Contract: *[insert: **name and number of Contract**]*

To: *[insert: **name and address of Supplier**]*

Dear Sir or Madam:

Pursuant to GCC Clause 26 (Installation of the System) of the Contract entered into between yourselves and the *[insert: **name of Purchaser**]* (hereinafter the “Purchaser”) dated *[insert: **date of Contract**]*, relating to the *[insert: **brief description of the Information System**]*, we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: *[insert: **description**]*
2. Date of Installation: *[insert: **date**]*

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This letter shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: *[state: **“Project Manager”** or specify a higher level authority in the Purchaser’s organization]*

3.2 Operational Acceptance Certificate

Date: [insert: **date**]

Loan/Credit Number: [insert: **loan or credit number from RFP**]

RFP: [insert: **title and number of RFP**]

Contract: [insert: **name of System or Subsystem and number of Contract**]

To: [insert: **name and address of Supplier**]

Dear Sir or Madam:

Pursuant to GCC Clause 27 (Commissioning and Operational Acceptance) of the Contract entered into between yourselves and the [insert: **name of Purchaser**] (hereinafter the “Purchaser”) dated [insert: **date of Contract**], relating to the [insert: **brief description of the Information System**], we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Purchaser hereby takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): [insert: **description**]

2. Date of Operational Acceptance: [insert: **date**]

This letter shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed:_____

Date: [insert: **date**]

in the capacity of: [state: **“Project Manager”** or specify a higher level authority in the Purchaser’s organization]

4. CHANGE ORDER PROCEDURES AND FORMS

Date: [insert: **date**]

Loan/Credit Number: [insert: **loan or credit number from RFP**]

RFP: [insert: **title and number of RFP**]

Contract: [insert: **name or System or Subsystem and number of Contract**]

General

This section provides samples of procedures and forms for carrying out changes to the System during the performance of the Contract in accordance with GCC Clause 39 (Changes to the System) of the Contract.

Change Order Log

The Supplier shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Change Orders authorized or pending. Changes shall be entered regularly in the Change Order Log to ensure that the log is kept up-to-date. The Supplier shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Purchaser.

References to Changes

- (1) Request for Change Proposals (including Application for Change Proposals) shall be serially numbered CR-nnn.
- (2) Change Estimate Proposals shall be numbered CN-nnn.
- (3) Estimate Acceptances shall be numbered CA-nnn.
- (4) Change Proposals shall be numbered CP-nnn.
- (5) Change Orders shall be numbered CO-nnn.

On all forms, the numbering shall be determined by the original CR-nnn.

Annexes

- 4.1 Request for Change Proposal Form
- 4.2 Change Estimate Proposal Form
- 4.3 Estimate Acceptance Form
- 4.4 Change Proposal Form
- 4.5 Change Order Form
- 4.6 Application for Change Proposal Form

4.1 Request for Change Proposal Form

(Purchaser's Letterhead)

Date: [insert: **date**]

Loan/Credit Number: [insert: **loan or credit number from RFP**]

RFP: [insert: **title and number of RFP**]

Contract: [insert: **name of System or Subsystem or number of Contract**]

To: [insert: **name of Supplier and address**]

Attention: [insert: **name and title**]

Dear Sir or Madam:

With reference to the above-referenced Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within [insert: **number**] days of the date of this letter.

1. Title of Change: [insert: **title**]
2. Request for Change No./Rev.: [insert: **number**]
3. Originator of Change: [select **Purchaser / Supplier (by Application for Change Proposal)**, and add: **name of originator**]
4. Brief Description of Change: [insert: **description**]
5. System (or Subsystem or major component affected by requested Change): [insert: **description**]
6. Technical documents and/or drawings for the request of Change:

Document or Drawing No.	Description
7. Detailed conditions or special requirements of the requested Change: [insert: **description**]
8. Procedures to be followed:
 - (a) Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.
 - (b) Your Change Proposal shall explain the time it will take to complete the requested Change and the impact, if any, it will have on the date when Operational Acceptance of the entire System agreed in the Contract.

- (c) If you believe implementation of the requested Change will have a negative impact on the quality, operability, or integrity of the System, please provide a detailed explanation, including other approaches that might achieve the same impact as the requested Change.
 - (d) You should also indicate what impact the Change will have on the number and mix of staff needed by the Supplier to perform the Contract.
 - (e) You shall not proceed with the execution of work related to the requested Change until we have accepted and confirmed the impact it will have on the Contract Price and the Implementation Schedule in writing.
9. As next step, please respond using the Change Estimate Proposal form, indicating how much it will cost you to prepare a concrete Change Proposal that will describe the proposed approach for implementing the Change, all its elements, and will also address the points in paragraph 8 above pursuant to GCC Clause 39.2.1. Your Change Estimate Proposal should contain a first approximation of the proposed approach, and implications for schedule and cost, of the Change.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: [state: ***“Project Manager”*** or specify a higher level authority in the Purchaser’s organization]

4.2 Change Estimate Proposal Form

(Supplier's Letterhead)

Date: [insert: **date**]

Loan/Credit Number: [insert: **loan or credit number from RFP**]

RFP: [insert: **title and number of RFP**]

Contract: [insert: **name of System or Subsystem and number of Contract**]

To: [insert: **name of Purchaser and address**]

Attention: [insert: **name and title**]

Dear Sir or Madam:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change in accordance with GCC Clause 39.2.1 of the Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Clause 39.2.2, is required before we proceed to prepare the actual Change Proposal including a detailed estimate of the cost of implementing the Change itself.

1. Title of Change: [insert: **title**]
2. Request for Change No./Rev.: [insert: **number**]
3. Brief Description of Change (including proposed implementation approach): [insert: **description**]
4. Schedule Impact of Change (initial estimate): [insert: **description**]
5. Initial Cost Estimate for Implementing the Change: [insert: **initial cost estimate**]
6. Cost for Preparation of Change Proposal: [insert: **cost in the currencies of the Contract**], as detailed below in the breakdown of prices, rates, and quantities.

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: [state: **"Supplier's Representative"** or specify a other higher level authority in the Supplier's organization]

4.3 Estimate Acceptance Form

(Purchaser's Letterhead)

Date: [insert: **date**]

Loan/Credit Number: [insert: **loan or credit number from RFP**]

RFP: [insert: **title and number of RFP**]

Contract: [insert: **name of System or Subsystem and number of Contract**]

To: [insert: **name of Supplier and address**]

Attention: [insert: **name and title**]

Dear Sir or Madam:

We hereby accept your Change Estimate and agree that you should proceed with the preparation of a formal Change Proposal.

1. Title of Change: [insert: **title**]
2. Request for Change No./Rev.: [insert: **request number / revision**]
3. Change Estimate Proposal No./Rev.: [insert: **proposal number / revision**]
4. Estimate Acceptance No./Rev.: [insert: **estimate number / revision**]
5. Brief Description of Change: [insert: **description**]
6. Other Terms and Conditions: [insert: **other terms and conditions**]

In the event that we decide not to order the Change referenced above, you shall be entitled to compensation for the cost of preparing the Change Proposal up to the amount estimated for this purpose in the Change Estimate Proposal, in accordance with GCC Clause 39 of the General Conditions of Contract.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: [state: **"Project Manager"** or specify a higher level authority in the Purchaser's organization]

4.4 Change Proposal Form

(Supplier's Letterhead)

Date: [insert: **date**]

Loan/Credit Number: [insert: **loan or credit number from RFP**]

RFP: [insert: **title and number of RFP**]

Contract: [insert: **name of System or Subsystem and number of Contract**]

To: [insert: **name of Purchaser and address**]

Attention: [insert: **name and title**]

Dear Sir or Madam:

In response to your Request for Change Proposal No. [insert: **number**], we hereby submit our proposal as follows:

1. Title of Change: [insert: **name**]
2. Change Proposal No./Rev.: [insert: **proposal number/revision**]
3. Originator of Change: [select: **Purchaser / Supplier**; and add: **name**]
4. Brief Description of Change: [insert: **description**]
5. Reasons for Change: [insert: **reason**]
6. The System Subsystem, major component, or equipment that will be affected by the requested Change: [insert: **description**]
7. Technical documents and/or drawings for the requested Change:

Document or Drawing No.	Description
8. Estimate of the increase/decrease to the Contract Price resulting from the proposed Change: [insert: **amount in currencies of Contract**], as detailed below in the breakdown of prices, rates, and quantities.

Total lump sum cost of the Change:

Cost to prepare this Change Proposal (i.e., the amount payable if the Change is not accepted, limited as provided by GCC Clause 39.2.6):
9. Additional Time for Achieving Operational Acceptance required due to the Change: [insert: **amount in days / weeks**]
10. Effect on the Functional Guarantees: [insert: **description**]
11. Effect on the other terms and conditions of the Contract: [insert: **description**]

12. Validity of this Proposal: for a period of *[insert: **number**]* days after receipt of this Proposal by the Purchaser
13. Procedures to be followed:
 - (a) You are requested to notify us of your acceptance, comments, or rejection of this detailed Change Proposal within *[insert: **number**]* days from your receipt of this Proposal.
 - (b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: *[state: **“Supplier’s Representative”** or specify a other higher level authority in the Supplier’s organization]*

For and on behalf of the Supplier

Signed: _____

Date: [insert **date**]

in the capacity of: [state **“Supplier’s Representative”** or specify a higher level authority in the Supplier’s organization]

4.6 Application for Change Proposal Form

(Supplier's Letterhead)

Date: [insert: **date**]

Loan/Credit Number: [insert: **loan or credit number from RFP**]

RFP: [insert: **title and number of RFP**]

Contract: [insert: **name of System or Subsystem and number of Contract**]

To: [insert: **name of Purchaser and address**]

Attention: [insert: **name and title**]

Dear Sir or Madam:

We hereby propose that the below-mentioned work be treated as a Change to the System.

1. Title of Change: [insert: **name**]
2. Application for Change Proposal No./Rev.: [insert: **number / revision**] dated: [insert: **date**]
3. Brief Description of Change: [insert: **description**]
4. Reasons for Change: [insert: **description**]
5. Order of Magnitude Estimation: [insert: **amount in currencies of the Contract**]
6. Schedule Impact of Change: [insert: **description**]
7. Effect on Functional Guarantees, if any: [insert: **description**]
8. Appendix: [insert: **titles (if any)**; otherwise state "**none**"]

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: [state: "**Supplier's Representative**" or specify a higher level authority in the Supplier's organization]

Annex Tech-I

Technical Scoring Matrix – Registry Architecture (15%)

A1. Architectural Pattern & Modularity (3 Marks)

Evaluation Focus

Ability of the proposed architecture to support **modularity, extensibility, and independent evolution of services**.

Mandatory Architectural Expectations

- Layered or service-oriented architecture
- Loose coupling between components
- Independent deployment of modules
- No monolithic or tightly bound design

Evidence Required

- Logical architecture diagram
- Component interaction diagram
- Description of module boundaries

Scoring

Score	Scoring Basis
3.0	Fully modular, loosely coupled, independently deployable architecture clearly demonstrated
1.5	Partial modularity; some tight coupling or shared dependencies
0.0	Monolithic or non-modular architecture

A2. Scalability, Performance & Resilience (3 Marks)

Evaluation Focus

Ability of the architecture to scale horizontally, sustain peak loads, and remain operational under failure conditions.

Mandatory Architectural Expectations

- Horizontal scalability (scale-out)
- Support for $\geq 2,000$ concurrent authenticated government portal (DFP/AKTU) sessions and $\geq 5,000$ simultaneous unauthenticated public portal users at peak load
Stateless service design where applicable
- High availability ($\geq 99.9\%$)
- Defined disaster recovery approach (RPO/RTO)

Evidence Required

- Deployment architecture diagram
- Scalability and capacity assumptions
- High availability and DR strategy

Scoring

Score	Scoring Basis
3.0	Proven horizontal scalability with HA and DR clearly defined
1.5	Scalability addressed but resilience/DR partially defined
0.0	No clear scalability or resilience design

A3. Security & Data Architecture (3 Marks)**Evaluation Focus**

Degree to which security and data protection are embedded into the architecture by design.

Mandatory Architectural Expectations

- Secure authentication and authorization (SSO, RBAC)
- Encryption at rest and in transit
- Data segregation and tenancy controls
- Full audit logging
- Compliance with Government of Pakistan data residency requirements

Evidence Required

- Security architecture diagram
- Data flow diagram
- Description of access control and audit mechanisms

Scoring

Score	Scoring Basis
3.0	Comprehensive, end-to-end security and data architecture
1.5	Security controls present but partially documented
0.0	Generic or undocumented security design

A4. Interoperability & API Architecture (3 Marks)**Evaluation Focus**

Ability of the architecture to integrate seamlessly with existing and future government systems.

Mandatory Architectural Expectations

- API-first design
- Use of open and standardized interfaces
- Centralized API management (security, throttling, versioning)
- Support for integration with identity, payments, messaging, and legacy systems

Evidence Required

- API and integration architecture diagram
- Sample API structure or catalog
- Description of integration governance

Scoring

Score	Scoring Basis
3.0	Well-defined API-first, standards-based integration architecture
1.5	APIs present but governance or extensibility limited
0.0	Point-to-point or tightly bound integrations

A5. Deployability, Maintainability & Government Control (3 Marks)**Evaluation Focus**

Long-term operational sustainability and Government ownership of the Registry.

Mandatory Architectural Expectations

- Deployable on Government-approved infrastructure (cloud/on-prem/hybrid)
- No architectural vendor lock-in
- Support for CI/CD or controlled release mechanisms
- Full source code and configuration handover
- Maintainability by Government or third-party vendors

Evidence Required

- Deployment and DevOps architecture
- Handover and ownership statement
- Description of release and maintenance model

Scoring

Score	Scoring Basis
3.0	Vendor-neutral, transferable, and Government-controlled architecture
1.5	Partial Government control with some platform dependency
0.0	Vendor-dependent or non-portable architecture

Resource Scaling (10%)

Evaluation Method

- Resource efficiency will be evaluated purely based on total resources required to meet the Purchaser's stated technical parameters.
- The following four resource categories shall be scored independently:

Resource Category	Unit
Vcpu	Number of cores
RAM	GB
Storage	GB
Network	Mbps

- Scoring Formula (Extremely Simple & Defensible)
- For each resource category:
- Score = $100 \times \frac{\text{Lowest Declared Value Among All Bidders}}{\text{Bidder's Declared Value}}$
- The bidder with the lowest declared requirement gets 100 marks
- Other bidders get proportionally lower scores
- Scores are capped at 100
- Weighting of Resource Categories

Resource	Weight
vCPU	30%
RAM	30%
Storage	20%
Network	20%

- Total Resource Efficiency Score
- Total Score = $\sum (\text{Resource Score} \times \text{Weight})$
This score is then normalized to the assigned technical weight (e.g., 10%).

Low Code (10%)

S#	Criterion	Objective Metrics and Thresholds	Scoring Example (0-10 Scale)
1	Scalability Architecture	Max concurrent users supported: >2,000 without degradation. Requests per second (RPS): >1,000 RPS at peak. Data volume handling: >1 TB datasets with <10% performance drop. Scaling factor: Horizontal scaling adds capacity linearly (e.g., 2x nodes = 1.8-2x throughput).	10: • ≥2,000 concurrent users without degradation • ≥1,000 RPS sustained • Handles >1 TB data with <10% performance drop • Near-linear horizontal scaling (≥1.8x throughput for 2x nodes) 7: • ≥1,500 concurrent users • ≥8,00 RPS • Meets stated data handling thresholds • Horizontal scaling meets baseline expectations 4: • <1,000 concurrent user 0: Fails to meet any core scalability threshold
2	Performance Under Load	Average response time: <500ms at 2,000 concurrent authenticated government portal users. Throughput: >500 RPS with <1% error rate. Backend API service latency (P95, server-side only, excluding network transit): <100ms. Note: full page-load P95 targets are specified in Section VII Table 1.5-A and govern contractual compliance. CPU/Memory usage: <80% at peak load.	10: • Avg response time <400 ms @ ≥2,000 users • ≥500 RPS with <0.5% error rate • CPU/Memory usage <70% under peak 7: • Avg response time ≤500 ms @ 2,000 concurrent authenticated users • ≥500 RPS with <1% error rate • CPU/Memory usage ≤80% 4: • Meets minimum thresholds with frequent spikes 0: Response times exceed thresholds by >50%

3	Concurrency Handling	Zero deadlocks in load testing at 2,000 concurrent authenticated sessions. Session management overhead < 5 milliseconds per active session under peak load. No data integrity failures under concurrent create/update operations on the same RLCO record. Efficient lock contention management across shared workflow resources during bulk ingestion and concurrent review operations."	10: - Handles ≥2,000 concurrent connections - Error rate <0.3% - Lock contention <3% 7: ≥1,500 concurrent connections - Error rate ≤0.5% - Lock contention ≤5% 4: <1,000 concurrent users 0: - Error rate >1% under concurrent load
4	Resource Utilization	CPU efficiency: <70% average under full load. Memory usage: <60% of allocated RAM at peak. Network I/O: <500 MB/s per node without bottlenecks. Resource pooling: >90% reuse rate for connections.	10: - CPU <55% average - Memory <50% peak - Efficient network I/O with >90% resource reuse 7: - CPU ≤70% - Memory ≤60% - Network I/O within limits 4: - Utilization close to thresholds 0: - Exceeds resource utilization thresholds
5	High Availability and Reliability	Uptime SLA: ≥99.99% during 24-hour load test. Failover time: <10 seconds for node failure. Mean Time Between Failures (MTBF): >100 hours. Recovery Time Objective (RTO): <1 minute.	10: ≥99.99% uptime - Failover <5 seconds - RTO <30 seconds 7: ≥99.99% uptime - Failover ≤10 seconds - RTO ≤1 minute 4: - Meets minimum availability metrics only 0: - Uptime <99% or unreliable failover
6	Database and Query Optimization	Query execution time: <50ms for complex joins on 1M+ rows.	10: - Average query time <35 ms ≥1,200 QPS

		Throughput: >1,000 queries/sec. Index efficiency: >95% queries using indexes. Cache hit rate: >90% for repeated queries.	- Index usage >95% - Cache hit rate >95% 7: - Avg query time ≤50 ms ≥1,000 QPS - Cache hit rate ≥90% 4: - Meets minimum DB performance thresholds 0: Average query time >100 ms
7	Integration and Real-Time Processing	Integration latency: <200ms for API calls. Event throughput: >10,000 events/sec. Real-time sync accuracy: 100% with <1s delay. Connector uptime: 99.9% during load.	10: - API latency <100 ms - Event throughput ≥10,000 events/sec - Real-time sync delay <1 sec - Connector uptime ≥99.9% 7: - API latency 100–150 ms - Event throughput meets threshold - Sync delay within acceptable limits 4: - API latency 151–200 ms - Meets minimum thresholds only 0: - API latency >500 ms OR failure to meet core thresholds
8	Deployment and Infrastructure Flexibility	Deployment time: <30 minutes for full setup. CI/CD pipeline speed: <5 minutes per build/deploy. Hardware compatibility: Supports ≥5 OS/distros (e.g., Linux, Windows). Migration downtime: <10 minutes from test to prod.	10: - Full deployment <15 minutes - CI/CD pipeline <5 minutes - Migration downtime <5 minutes 7: - Deployment 15–20 minutes - CI/CD meets thresholds - Migration downtime ≤10 minutes 4: - Deployment 20–30 minutes - Meets minimum timing thresholds 0:

			• Deployment >1 hour OR failure to meet criteria
9	Customization and Extensibility	Custom code integration time: <1 hour for extensions. Performance impact of customizations: <10% overhead. Extension coverage: >=80% of core features extensible. API endpoints customizable: >90%.	10: • Customization time <30 minutes • Performance overhead <5% • ≥90% components extensible 7: • Customization time ≤1 hour • Performance overhead ≤10% • ≥80% components extensible 4: • Limited extensibility or higher overhead 0: • Customization requires major redevelopment
10	Security and Compliance Under Load	Encryption overhead: <5% performance drop. Audit log throughput: >1,000 logs/sec without lag. Vulnerability scan score: 0 critical CVEs in last scan. Compliance certifications: >=3 (e.g., SOC 2, GDPR, ISO 27001).	10: • Encryption overhead <3% • ≥1,500 audit logs/sec • Zero critical CVEs • ≥3 valid certifications (ISO 27001, SOC 2, GDPR-aligned) 7: • Encryption overhead ≤5% • ≥1,000 audit logs/sec • No critical CVEs 4: • Minor gaps but no critical vulnerabilities 0: Any critical security vulnerability

Workflow Engine (15%)

S#	Category	Weightage	Key Criteria	Evaluation Metrics	Scoring Rubric (1-10 Scale)
1	Functionality and Features	20	The system shall support multi-stage regulatory workflows, including: • Departmental submission of RLCOs with structured metadata and legal references • Automated routing to AKTU / PRR review units for validation and standardization • Multi-level approvals involving sector specialists, legal reviewers, and registry administrators • Real-time tracking of RLCO review status, audit trails, and change logs • Automated notifications to relevant stakeholders through email, SMS, and platform alerts • Dynamic digital forms for RLCO data submission and updates • Regulatory analytics dashboards for monitoring RLCO inventory, sector coverage, and reform progress The workflow engine shall also support advanced decision logic, including: • Branching and conditional workflows for different RLCO categories (licenses, permits, registrations, NOCs, certificates) • Parallel review processes across multiple regulatory authorities where required • Public consultation workflows for high-impact regulations prior to registry publication • Integration of stakeholder feedback mechanisms within	Feature alignment with Registry use cases (e.g., end-to-end service delivery). POC demos for integrated workflows. Score: High if covers 95%+ of services with minimal customization.	10: Covers 90%+ of required features natively, with AI/ML support and successful POC. 7: Covers 70-89% with some customization needed. 4: Below 70% coverage or lacks key elements like notifications/AI. 0: Fails to support core workflows; lacks automated routing, multi-stage approvals, notifications, or analytics; POC fails to demonstrate basic workflow capabilities; AI/ML integration absent or non-functional.

			the regulatory review process Where feasible, the platform should incorporate AI/ML-assisted capabilities to enhance regulatory governance, including: • Identification of duplicate or overlapping RLCOs across jurisdictions • Detection of regulatory inconsistencies or outdated legal instruments • Automated classification of RLCOs by sector and economic activity • Analytical insights for regulatory simplification and process re-engineering The workflow engine shall therefore enable transparent, auditable, and digitally integrated management of Pakistan's regulatory ecosystem, supporting the transformation of AS-IS regulatory processes into streamlined TO-BE processes under the Pakistan Regulatory Registry framework.		
2	Integration Capabilities	15	The platform shall provide robust integration capabilities to enable seamless connectivity between the Pakistan Regulatory Registry (PRR) and key federal and provincial government systems involved in the issuance, verification, and management of Regulatory Licenses, Certificates and Other Permissions (RLCOs). The system shall support connectors and integrations with critical national digital infrastructure, including: • Identity verification systems, such as NADRA's National Digital Identity (NDI), to authenticate government users and ensure secure access to the registry. • National Open Data Portal, Citizen Portal and National Data Exchange Layer (NDEL). • exiting digital portals, Data Servers or API Gateways to	Number of pre-built integrations (target 10+). Integration setup time (low-code preferred). E-gov case studies.	10: 10+ integrations, setup in <1 day, proven in similar e-gov projects. 7: 5 integrations, setup in 1-3 days. 4: <5 integrations or high setup complexity. (Measured via connector count and timed POC.) 0: Unable to connect to critical systems (e.g., NADRA NDI, provincial portals, databases, or third-party APIs); integration setup is not achievable within practical timeframes; lacks support for SSO/MFA.

			enable automated synchronization of regulatory data across federal, provincial, and ICT jurisdictions. • Government databases and enterprise systems (e.g., SQL, Oracle or equivalent) to support data exchange with regulatory authorities. • Third-party or sectoral digital systems where regulatory information is required for compliance verification or sector-specific approvals. The PRR shall adopt an API-first architecture with strong support for REST APIs, webhooks, and integration middleware, enabling connectivity with: • existing government IT systems, • future digital public infrastructure platforms, and • mobile or web-based government service portals. The system shall further support secure identity and access management, including: • Single Sign-On (SSO) for government officials across departments and jurisdictions • Role-Based Access Control (RBAC) for registry administrators, reviewers, and departmental focal persons • Multi-Factor Authentication (MFA) to ensure secure access to regulatory data and prevent unauthorized modifications. These integration capabilities shall ensure that the Pakistan Regulatory Registry operates as a centralized, interoperable regulatory data platform, enabling coordinated regulatory governance across all tiers of government.		

3	Scalability and Performance	15	Manages massive scale (e.g., 1M+ users/month, peak loads during national events). Hybrid cloud/on-premises deployment with auto-scaling. Sub-second latency and high availability.	Performance benchmarks (e.g., transactions per second). Uptime SLA (99.99%). Scaling flexibility.	10: Sustains ≥1,000 RPS at peak concurrent load with 99.99% uptime in tests and seamless auto-scaling. 7: Sustains ≥750 RPS at peak concurrent 4: Below 500 RPS or scaling issues evidenced. 0: Cannot handle target user Cannot sustain target concurrent load (<500 RPS under peak)
4	Security and Compliance	20	Advanced encryption, RBAC, audit logs, and biometric integration. Adherence to applicable Pakistan Data Protection Legislation (current and future enactments), as specified in Section VII clauses 1.1.1.3, 1.6.8, and 1.6.10, PECA (anti-cyber threats), ISO 27001, and data residency requirements. Features for vulnerability management and incident response.	Security certifications (e.g., SOC 2, GDPR-aligned). Regulatory compliance audits. Built-in privacy controls.	10: Full certifications, 100% compliance with PDPB/PECA, zero vulnerabilities in audit. 7: Partial certifications, 80-99% compliance. 4: Lacking key certs or compliance gaps. (Verified via audit reports and cert documentation.) 0: Missing essential encryption, RBAC, audit logs, or regulatory compliance; fails PDPB, PECA, ISO 27001, or data residency requirements; critical vulnerabilities present.
5	Usability and Accessibility	10	Mobile-first, low-code interface for admins and developers. Multilingual (Urdu/English/regional languages) and WCAG-compliant for inclusivity. Intuitive UI for end-users across web/mobile.	Training duration (<5 days). User satisfaction from pilots-Accessibility testing.	10: Training <3 days, WCAG 2.1 AA+ compliance, 90%+ user satisfaction in tests. 7: Training 3-5 days, basic WCAG compliance. 4: >5 days training or accessibility failures. 0: Non-intuitive UI, mobile-incompatible, multilingual or WCAG compliance

					absent; admin/developer interface requires extensive training (>5 days).
6	Cost and Licensing	10	Cost-effective models (open-source or subscription-based). Low TCO, including deployment and maintenance. Flexible licensing without lock-in.	Comparative pricing. ROI analysis (e.g., efficiency gains). Trial options.	10: TCO < PKR 50M/year for scale, positive ROI in <1 year, open-source options. 7: TCO PKR 50-100M, ROI in 1-2 years. 4: High TCO or lock-in risks. (Calculated via pricing quotes and ROI models.) 0: Exorbitant TCO, restrictive licensing, no open-source or flexible options; ROI negative or >2 years; deployment/maintenance costs prohibitive.
7	Support and Maintenance	5	Local/Pakistan-based support or partnerships. 24/7 assistance, comprehensive docs, and active community. Frequent updates for emerging features.	SLA for issue resolution. Regional government references. Update frequency.	10: 24/7 local support, <4-hour resolution SLA, quarterly updates. 7: Standard support, 24-hour resolution. 4: Limited support or infrequent updates. (Evaluated by SLA docs and references.) 0: No local or regional support; SLA for issue resolution >24 hours; documentation poor or outdated; updates infrequent.
8	Reliability and Innovation	5	Demonstrated uptime in large-scale apps. Forward-looking features like AI-driven personalization and blockchain for secure transactions.	Reliability metrics (e.g., MTBF). Innovation roadmap. Success stories in High-scale apps implemented at National	10: MTBF >1 year, strong roadmap with AI/blockchain, 3+ e-gov references 7: MTBF 6-12 months, basic innovation. 4: Low MTBF or no roadmap. (Based on metrics reports and case studies.)

				level in all provinces.	0: Frequent outages (low MTBF), no innovation roadmap; lacks modern features (AI, blockchain); minimal or no references from large-scale apps.

KEY EXPERTS, PRR RLCO Mapping, Capacity Building and Regulatory Reform (50%)

S#	Evaluation Category	Weight	Key Evaluation Focus
1	Key experts proposed	15	Relevance of experience with the assignment and indicated in the RFP
2	Department-wise RLCO Mapping Methodology	5	Ability to identify, classify and map RLCOs across Pakistan
3	Economic Activity-wise Regulatory Mapping	5	Mapping RLCOs against economic activities and sectors
4	Training Strategy for Public Servants	5	Capacity building approach for government officers
5	Stakeholder Workshop Strategy	5	Workshops for data collection, validation and reform
6	Regulatory Impact Assessment (RIA) Methodology	5	Quantitative and qualitative assessment of regulatory burden
7	AS-IS to TO-BE Process Re-engineering	10	Ability to redesign regulatory processes

Total Technical Weight = 50%

1. Key experts proposed

Evaluation of Key Expert

	Key Expert : Total Marks 15	
ID	Key Expert Detail	Max Marks
KE-01	Project Director / Engagement Lead & Product Owner	2.5
KE-02	Senior Regulatory and Legal Reform Expert	2.5
KE-03	Senior Business Process Re-engineering (BPR) Expert	2.5
KE-06	Solution Architect / PRR System Architect	2.5
KE-07	Lead Software Developer / Technical Lead	2.5
KE-11	Business Analyst	2.5
Total		15

Mandatory Completeness Check: All six Key Experts must be proposed with detailed CVs.
Attached with Proposal

2. Scoring Methodology: Each expert scored individually. Total max of all = 15.

Standard Scoring Basis: Applied Individually to Each of the 6 Key Experts)

Score	Rating	Description
2.5	Excellent	2 or more similar assignments
1.5	Good	1 similar assignment
1	Marginal	Limited relevance
0.0	Non-Compliant	Does not meet requirements

1. Project Director / Engagement Lead (2.5 Marks)				
Qualification and experience as stated in Table 2.7-A and B of Key Expert Requirements under section VII				
S. No.	ID	Sub Criteria	Max Marks	Score Base

1.1	KE-01	Similar national-level projects	1.0	2 or more similar projects (1.0) / 1 project (0.5) / none (0)
1.2		Multi-jurisdiction coordination experience (federal/provincial)	0.5	Evidence (0.5) / none (0)
1.3		Additional Qualification and Certifications	0.5	Yes (0.5) / No (0)
1.4		Experience in Pakistan	0.5	Relevant (0.5) / partial (0.25) / none (0)
		Subtotal	2.5	

2. Senior Regulatory & Legal Reform Expert (2.5 Marks)

Qualification and experience as stated in Table 2.7-A and B of Key Expert Requirements under section VII

S. No.	ID	Sub Criteria	Max Marks	Score Base
2.1	KE 02	Legal review experience	1.0	2 or more similar projects (1.0) / 1 project (0.5) / none (0)
2.2		Drafting of Acts/Rules/Notifications	0.5	2 or more projects (0.5) / 1 project (0.25) / none (0)
2.3		Regulatory harmonization experience	0.5	2 or more projects (0.5) / 1 project (0.25) / none (0)
2.4		Familiarity with Pakistan legal system	0.5	Direct (0.5) / indirect (0.25) / none (0)
		Subtotal	2.5	

3. BPR / Regulatory Reform Expert (2.5 Marks)

Qualification and experience as stated in Table 2.7-A and B of Key Expert Requirements under section VII

S. No	ID	Sub Criteria	Max Marks	Score Base		
3.1	KE 03	Regulatory Experience	0.75	2 or more similar projects (1.0) / 1 project (0.5) / none (0)		
3.2		Track Record of Deliverables	0.75	Proven involvement in 2 or more assignments		
				Sr. No.	Area	Marks
				1	RLCO mapping	0.15
				2	Regulatory Simplification	0.15
		3	Digital Government Reforms	0.15		

				4	WB/ADB projects	0.15
				5	Public Sector / Government Assignments	0.15
3.3		Measurable process improvement results	1	Proven involvement in 2 or more assignments		
				Sr. No.	Area	Marks
				1	Demonstrated use of BPMN 2.0 or equivalent standards for process mapping and redesign	0.2
				2	Application of structured BPR frameworks (e.g., Lean, Six Sigma, process optimization techniques)	0.2
				3	Use of internationally recognized approaches for regulatory review, simplification or elimination (e.g., burden reduction models, RIA linkage)	0.2
				4	Experience in translating processes into digital workflows, including decision rules, automation, or system integration	0.2
				5	Experience in with global standards (e.g., ISO process standards, GovTech frameworks, interoperability principles)	0.2
		Subtotal	2.5			

4. Solution Architect (2.5 Marks)

Qualification and experience as stated in Table 2.7-A and B of Key Expert Requirements under section VII

S. No	ID	Sub Criteria	Max Marks	Score Base		
4.1	KE 06	Architecture of large-scale systems	2.0	Proven involvement in 2 or more assignments		
				Sr. No.	Area	Marks
				1	Designing scalable, high-availability systems (0.5M+ users, distributed systems, GovTech platforms)	0.4

				2	Experience in microservices, service-oriented architecture (SOA), cloud-native design, and use of standard frameworks (e.g., TOGAF)	0.4
				3	Expertise aligned with ISO 27001, NIST, OWASP, including high availability, DR (RTO/RPO), load balancing, and performance optimization	0.4
				4	Experience with REST APIs, OpenAPI, event-driven architecture, aligned with ISO/IEC 19941, W3C, OGD standards, and integration via middleware/API gateways	0.4
				5	Experience with large-scale platforms aligned to GovTech best practices, TOGAF, and digital identity (SSO/MFA) & public sector data governance	0.4
4.3		Security architecture (data protection)	0.5	Experience aligned with ISO/IEC 27001, ISO/IEC 27701 (privacy), NIST CSF, OWASP, including encryption (at rest/in transit), IAM (SSO/MFA), data privacy, and audit logging		
4.4		Scalability & performance design	0.5	Expertise in cloud-native and distributed systems, aligned with ISO/IEC 25010 (performance efficiency), including auto-scaling, load balancing, caching, and high-throughput system design		
		Subtotal	2.5			

5. Technical Lead / Software Expert (2.5 Marks)

Qualification and experience as stated in Table 2.7-A and B of Key Expert Requirements under section VII

S. No	ID	Sub Criteria	Max Marks	Score Base
5.1	KE 07	Enterprise system development	1.0	Experience in 2 or more projects building large-scale enterprise systems using microservices/SOA, aligned with TOGAF, ISO/IEC 12207 (software lifecycle)
5.2		Workflow systems	0.5	Experience in 2 or more projects in designing workflow engines using BPMN 2.0, process orchestration, rules engines, and automation frameworks

5.3		Secure development practices	0.5	Experience in 2 or more projects in implementation of secure SDLC aligned with OWASP Top 10, NIST SSDF, ISO/IEC 27034, including code security, testing, and DevSecOps
5.4		Database/backend design	0.5	Experience in 2 or more projects in with relational & NoSQL databases, aligned with ACID/BASE principles, data modeling, optimization, and high-availability backend design
		Subtotal	2.5	

6. Business Analyst (2.5 Marks)

Qualification and experience as stated in Table 2.7-A and B of Key Expert Requirements under section VII

S. No	ID	Sub Criteria	Max Marks	Score Base
6.1	KE 011	Requirements documentation (FRS/SRS)	1.0	Experience in 2 or more projects in drafting FRS/SRS aligned with IEEE 830 / ISO/IEC/IEEE 29148, including clear, traceable, and testable requirements
6.2		Workflow modelling (BPMN)	0.5	Experience in 2 or more projects in BPMN 2.0 for AS-IS / TO-BE process modelling, including use of pools/lanes and process standardization
6.3		Regulatory-to-system translation	0.5	Experience in 1 or more projects to translate regulatory requirements (RLCOs) into system workflows, business rules, and functional specifications
6.4		UAT & stakeholder coordination	0.5	Experience in 2 or more projects in UAT planning/execution, stakeholder engagement, and validation aligned with Agile/SDLC best practices
		Subtotal	2.5	

2. Department-wise RLCO Mapping Methodology = Weight: 5%

Evaluation Focus

The consultant's ability to develop strategy to identify, collect, standardize and digitize all RLCOs across federal and provincial governments.

Strategy to

1. Identification & Mapping of all RLCO issuing authorities
2. Mapping of all RLCOs (Acts, Rules, SROs)
3. All Metadata standardization
4. Digital data capture methodology
5. Cross-jurisdiction regulatory comparison

Score	Scoring Basis		
5	Comprehensive methodology covering all 6 jurisdictions (Federal, ICT, Punjab, Sindh, KP, Balochistan)		
	Sr. No.	Area	Marks
	1	Identifying, classifying and mapping of RLCOs aligned with OECD regulatory frameworks and clear distinction between regulations vs procedures	1
	2	Metadata standardisation and digital capture of information and processing pf RLCOs	1
	3	Application of BPMN 2.0 for mapping existing and redesigned processes, including bottleneck identification	1
	4	Approach for identifying redundancies, overlaps, and elimination using RIA principles and burden reduction methodologies	1
	5	Mechanism for stakeholder validation, QA checks, and iterative refinement with departments	1

3. Economic Activity-wise Regulatory Mapping = Weight: 5%

Evaluation Focus

Demonstration of ability to map RLCOs against specific economic activities and sectors, enabling regulatory transparency for businesses through The International Standard Industrial Classification of All Economic Activities (ISIC).

Key Expectations

- RLCO Cataloging
- Economic activity classification
- Sectoral mapping of RLCOs
- Identification of regulatory overlaps
- Business process alignment

Priority Sectors

- Agriculture / Food Processing
- IT / Digital Economy
- Minerals / Mining
- Textile / Leather
- Health / Pharmaceuticals

Score	Scoring Basis

5	Clear framework for mapping RLCOs against economic activities, including sector prioritization and regulatory dependency mapping		
	Sr. No.	Area	Marks
	1	Methodology to select high-impact activities (e.g., business entry, sector value chains) aligned with World Bank B-READY / investment climate frameworks	1
	2	Mapping of all RLCOs across the lifecycle of an activity (entry → operation → expansion), ensuring completeness and sequencing	1
	3	Use of BPMN 2.0 / service journey mapping to depict end-to-end workflows across multiple agencies	1
	4	Identification of delays, redundancies, and compliance costs using RIA and compliance cost measurement (CCM) methodologies	1
	5	Actionable proposals for simplification, elimination, and digitalisation aligned with GovTech best practices and workflow automation	1

4. Training Strategy for Public Servants = Weight: 5%

Effectiveness of the consultant's strategy to train government officials responsible for RLCO data submission and regulatory reform.

Key Expectations

- Training curriculum
- Training delivery methods
- Capacity-building framework
- Training sustainability

Score	Scoring Basis		
5	Comprehensive national training program with curriculum, workshops, manuals, digital modules, and train-the-trainer approach		
	Sr. No.	Area	Marks
	1	Methodology for identifying skill gaps aligned with competency frameworks (e.g., DigComp / GovTech skills) and project requirements	1
	2	Structured training modules covering RLCO mapping, BPR, digital workflows, aligned with ADDIE / adult learning principles	1

	3	Blended approach (classroom, hands-on, e-learning) with practical, on-the-job handholding and use of digital tools/LMS	1
	4	Pre/post assessments, certifications, and tracking aligned with Kirkpatrick Evaluation Model (Levels 1–3)	1
	5	Train-the-trainer model, institutionalization, and continuous learning mechanisms	1

5. Stakeholder Workshop Strategy = Weight: 5%

Consultant's ability to conduct structured workshops for RLCO mapping, validation and regulatory reform.

Key Expectations

Workshops should cover:

- RLCO identification
- Legal validation
- Regulatory simplification
- Private sector consultation

Types of Workshops

1. Orientation Workshops
2. Data Collection Workshops
3. Sectoral Reform Workshops
4. Validation Workshops

Score	Scoring Basis		
5	Clear multi-stage workshop strategy including government and private sector engagement		
	Sr. No.	Area	Marks
	1	Methodology to identify and categorize stakeholders aligned with IAP2 spectrum / stakeholder analysis frameworks	1
	2	Application of design thinking, co-creation, and human-centered design, aligned with ISO 9241-210 (Human-Centred Design)	1
	3	Adoption of inclusive and participatory approaches aligned with World Bank stakeholder engagement frameworks and UNDP inclusive governance principles	1

	4	Use of structured documentation and validation aligned with ISO 9001 (Quality Management) and audit-ready reporting practices	1
	5	Application of results-based management (RBM) and continuous improvement aligned with OECD regulatory policy principles	1

6. Regulatory Impact Assessment (RIA) Methodology = Weight: 5%

Consultant's ability to quantify regulatory burdens and assess economic impact of RLCOs.

Key Expectations

- Regulatory cost analysis
- Compliance burden estimation
- Economic impact assessment
- Regulatory simplification recommendations

Score	Scoring Basis		
5	Full RIA methodology including cost-benefit analysis, regulatory burden estimation and reform recommendations		
	Sr. No.	Area	Marks
	1	Structured RIA approach aligned with OECD RIA principles and World Bank regulatory governance frameworks (problem definition, options analysis, impact assessment)	1
	2	Application of Cost-Benefit Analysis (CBA) and Compliance Cost Measurement (CCM) aligned with international best practices	1
	3	Integration of consultations aligned with IAP2 spectrum and OECD stakeholder engagement guidelines	1
	4	Use of data-driven methodologies aligned with evidence-based policymaking standards and structured data collection frameworks	1
	5	Alignment of RIA with regulatory drafting, review, and reform processes, ensuring linkage with PRR and continuous improvement mechanisms	1

7. AS-IS to TO-BE Regulatory Process Re-engineering = Weight: 10%

Ability to convert existing regulatory processes (AS-IS) into simplified digital TO-BE processes.

Key Expectations

- Process mapping using BPMN
- Identification of regulatory bottlenecks
- Digital transformation proposals
- Reduction of compliance steps

Score	Scoring Basis		
10	Clear methodology for AS-IS documentation and TO-BE redesign with process simplification		
	Sr. No.	Area	Marks
	1	Comprehensive mapping using BPMN 2.0, aligned with ISO 9001 (process approach) to capture current workflows, roles, timelines, and pain points	2
	2	Identification of inefficiencies, redundancies, and delays using Lean, Six Sigma, and process optimization principles	2
	3	Redesign of streamlined workflows using BPR methodologies, aligned with human-centered design (ISO 9241-210) and simplification principles	2
	4	Stakeholder validation and phased implementation aligned with change management frameworks (e.g., ADKAR) and continuous improvement (PDCA cycle)	2
	5	Conversion of processes into digital workflows aligned with GovTech best practices, workflow automation standards, and interoperability principles	2

Example Deliverables Expected

Deliverable	Description
RLCO Inventory	National RLCO database
Department RLCO Lists	Jurisdiction-wise RLCO mapping
Sector Regulatory Maps	Economic activity regulatory landscape
Training Manuals	PRR training modules
Workshop Reports	Stakeholder consultations
AS-IS Process Maps	Current regulatory workflows
TO-BE Process Maps	Simplified digital workflows
RIA Reports	Regulatory burden analysis

Example Quantitative Targets (For Evaluation)

Indicator	Expected Output
RLCOs mapped	4,000–6,000 estimated
Government entities covered including Provinces	1,200–2,000
Economic activities mapped	100
AS-IS processes developed	100
TO-BE processes designed	100
Public servants trained	500+

Evidence Required by Criterion (RLCO Mapping 50%)

S#	Evaluation Criterion	Evidence Required from Proposer
1	Department-wise RLCO Mapping Methodology	Sample RLCO mapping template or tool; methodology document; evidence of comparable regulatory inventory work in at least 1 prior government project
2	Economic Activity- wise Regulatory Mapping	Sample ISIC Rev.4 activity selection methodology; sector coverage matrix demonstrating 5+ sector multi-activity mapping capability
3	Training Strategy for Public Servants	Draft training plan: curriculum outline, role-based tracks (aligned to Section VII 2.4.6), delivery modes, and evaluation methodology
4	Stakeholder Workshop Strategy	Workshop design framework aligned to Section VII 2.4.8 objectives; evidence of multi-jurisdiction stakeholder engagement in comparable regulatory projects
5	Regulatory Impact Assessment (RIA) Methodology	Sample SCM or RIA workbook; evidence of quantitative regulatory burden analysis in at least 1 prior project; methodology cross-referencing Section VII 1.2.7 cost model requirements
6	AS-IS to TO-BE Process Re-engineering	Sample BPMN 2.0 As-Is and To-Be workflow pair; methodology note aligned to Section VII 1.2.5 and 2.4.7; evidence of BPR reform pack preparation capability

TEMPLATE: KEY EXPERTS EVALUATION FORM (TO BE FILLED BY BIDDERS)

1. General Information

- **Project Title:** _____
- **Position Applied For:** _____
- **Expert Name:** _____
- **Nationality:** _____
- **Firm Name:** _____

2. Academic Qualifications

Degree Field Institution Year Marks (Max: _____) Evidence (Attach CV/Certificates)

3. Relevant Experience (Quantified)

Sub-Criteria	Requirement	Years / Evidence	Marks (Max: ____)
Total Experience	Minimum ____ years		
Domain Experience	(e.g., BPR / Architecture / Policy)		
Public Sector Experience	Govt / WB / Donor projects		
Similar Assignments	No. of comparable projects		
Regional Experience	(Optional)		
Evidence for Criteria in RFP			

Evidence for Criteria in RFP			

4. Technical Expertise (Standards-Based)

Sub-Criteria	Description	Evidence (Project/Deliverable)	Marks (Max: __)
(e.g., BPMN, RIA, Architecture, Security etc.)			
Evidence for Criteria in RFP			
Evidence for Criteria in RFP			

5. Key Assignments Undertaken

Project Name	Client	Role	Duration	Relevant Outputs	Evidence	Reference Contact
					Attach experience letter	Name, Designation, Mobile Number

6. Capacity Building / Stakeholder Engagement

Activity	Description	Evidence	Marks (Max: __)
Trainings Conducted			
Workshops Led			
Stakeholder Coordination			
Evidence for Criteria in RFP			
Evidence for Criteria in RFP			

Evidence for Criteria in RFP			
Evidence for Criteria in RFP			

7. Certifications / Professional Credentials

Certification	Issuing Body	Year	Relevance	Marks (Max: ____)
Name				
Name				
Evidence for Criteria in RFP				

8. Relevant Table of RFP for evaluation of Key Expert

Sub-Criteria	Description	Evidence (Project/Deliverable)	Marks (Max: ____)
Criteria in RFP			
Criteria in RFP			
Criteria in RFP			

9. Declaration by Bidder

I certify that the information provided above is true and supported by verifiable evidence. Any misrepresentation may lead to disqualification.

- **Name:** _____
- **Signature:** _____
- **Date:** _____

For Evaluation Committee Use Only**10. Scoring Summary**

Criteria	Max Marks	Marks Awarded	Remarks
Academic Qualification			
Relevant Experience			
Technical Expertise			
Assignments			
Capacity Building			
Certifications			
Total	100% / Weighted		

11. Evaluation Committee Remarks**12. Final Score & Recommendation**

- **Total Score:** _____
- **Status:** ☐ Qualified ☐ Not Qualified
- **Evaluator Name & Signature:** _____