

REQUEST FOR PROPOSALS
RFP # PTA/Website/Urdu Version/2009

Title of Consulting Services:

**Engagement of Vendor to Develop the Urdu Version
for PTA's Website**

Agreement Document / Instructions to Bidders

TOR (as annexed at A)

General Instructions:

- ✪ The bid shall be submitted in a sealed envelope within the proposal submission deadline.
- ✪ Two separate sections of proposals, i.e. Section-I containing Technical proposal and Section-II containing financial proposal to be submitted in separate envelopes.
- ✪ For award of Project the Technical proposal will carry 70% weighting while financial proposal will carry 30% weighting.
- ✪ The bid amount (s) should be written in indelible ink both in figures and in words.
- ✪ No overwriting or deletion will be acceptable and such bids shall be rejected.
- ✪ Bid shall be submitted along with the following information:
 - a. The profile of the company highlighting similar and relevant projects already under taken;
 - b. Technical capabilities including foreign qualified professionals (if any), resume of key personnel working on the project and availability of qualified personnel;
 - c. Experience of company / firm in the relevant field.

FINANCIAL PROPOSAL

1. The financial bid/proposal should take into account the all/overall costs incurred on the whole consultancy. Bid should also account any other activity relating to details in sections 4 and 5 of Terms of References (ToR) Annex-A.

Bid format

(TOP MOST SHEET FOR FINACIAL PROPOSALS)

The financial bid shall be submitted on separate letter head (s) of consultant for the financial proposal mentioning the total amount as per following format and text content.

We, M/s _____ bid an amount of Rs. _____ (in figures), _____ (in words) for project of _____ published at PTA website and/or in the daily _____ dated _____.

We undertake to abide by the rules/ regulations /decision made by the Authority regarding award of said consultancy.

We also confirm to abide by the conditions of Agreement given in Agreement Document, in case PTA considers us to award said consultancy.

On behalf of

Proposal Evaluation Criteria

The bid committee shall use following criteria for evaluation and shall finalize the award of consultancy within one week of the date of opening bids.

- i) **The profile of the company shall be checked for the following:**
- a) **Whether the company has undertaken any such project before?**
 - b) **Whether the company has desired/requisite technical expertise**
 - c) The company must possess at least 5 years of working experience in the relevant discipline.

Foreign degree holders committed to work full time on the consultancy, in the relevant discipline from institutes of well repute shall be given preference.

- ii) Section-1 (technical section) of the proposal shall be assessed for the following items and given **70%** of the total ranking. The further distribution this percentage is as follows
- Specific experience of the company relevant to the assignment **(30 marks)**
 - Foreign qualified employee of local consulting House holding more than 5 years of International experience **(10 marks)**
 - Technical approach and methodology **(35 marks)**
 - Work plan **(25 marks)**
 - Organization and staffing **(20 marks)**
 - Technical Staff competence **(25 marks)**
- iii) All applicants will be evaluated on the above-mentioned technical criteria and those fulfilling the above requirement will be checked for financial evaluation (carries **30%** of the total ranking).
- iv) PTA shall have the right to modify the ToR prior to the signing of the Agreement, with consent of the successful bidder.
- v) The successful bidder shall be asked to execute the agreement as per Annex - B

**Engagement of Vendor to Develop the Urdu Version for
PTA's Website (<http://www.pta.gov.pk>)**

Terms of Reference

1. Introduction

The Pakistan Telecommunication Authority (PTA) is seeking for a Vendor to develop the Urdu version for PTA's website.

2. Background

The language of the road, and most widely spoken and understood language in Pakistan is Urdu. Outside Pakistan, large Urdu speaking communities are found in USA, UK, Mauritius, South Africa, Yemen, Uganda, Singapore, Nepal, New Zealand and Germany. Urdu is also the national language of Pakistan. It unites all people and all communities, whatever their mother tongue. It has been influenced and enriched by Dravidian, Turkish, Farsi, Arabic, Portuguese and English.

Keeping in view the low english literacy rate, there is a need to develop a local language i.e. Urdu version of existing PTA's website. The trend of providing local language version of websites/contents is being observed throughout the World specially in middle east and Arab countries. Since PTA as a Telecom Regulator of Pakistan is serving a large number of consumer based / telecom operators of pakistan, it is believed that provision of local language version would enhance the end user experiences while browsing necessary information at website.

3. Objectives

The primary objective of hiring a consultancy services is to develop urdu version of existing PTA's website based on Unicode fonts standard. Unicode standard comes up with the advantage that there is no need to install urdu fonts by retrieving the contents on the client side. The consultancy firm is required to briefly analyze the present website and provide a

suitable solution to meet the desired targets. It should be noted that during analysis/design/development of local language version, there should not be any downtime or services interruption with regards to the present website operations.

4. Scope of Work (Proposed content to be converted into Urdu version)

Main Menu Item	Sub Item – I
About Us	Chairman’s Message
	Vision
	History
	Functions/Responsibilities
	Organization Structure
	International Relations
	Zonal Offices
	Contact Us
Initiatives/Achievements	Initiatives / Achievements 2007-08
Consumer Support	Stolen IMEI Search
	Complaints
	Rabta Ghar
	QoS Surveys
	Tariff
	FAQs
Media Center	Press Releases
	Tenders
	Publications (Articles)
	Advertisements
Industry Support	Licensing
	FAQs
	List of Operators
Telecom Indicators	Cellular Mobile
	Fixed Line
	Economic
	Value Added Services

5. Deliverables

New Technology (PHP & MySQL): New Urdu PTA website will be partially Database driven existing database shall replaced by new technologies like MYSQL and PHP.

Automatic generation of PDF files (Urdu Contents): Generation of .pdf files from different document formats will be done at run time.

Content Management System: The content management system will allow the site administrator to modify and maintain the Urdu contents from an Admin Panel. Maintenance becomes much easier and chances of errors are substantially reduced.

Visitor Counter: The total number of visitors will be tracked for analysis purpose. It may also be integrated with the Content Management System.

Color Scheme: The uniformity in the fonts, colors and layout will be done

Search Facility: Searching facility will be enhanced.

Redesigning of Homepage: Homepage of website will be redesigned, images size will be reduced for fast loading / data retrieval and contents will be reorganized.

Database Tuning (Archiving Technique): MySQL database will be analyzed for better performance as all the contents are being published / populated through the database.

Development Platform: Web Technology, PHP / .NET; Database, MySQL; Web Server, Apache / .NET Framework

Layout: A similar layout shall be maintained between English & Urdu version wherever urdu version is being implemented and the mockup shall be approved by PTA before implementation.

Layout Modification: PTA will have the right to modify 15% of the approved mockup at a later stage but within the warranty period.

Option for Urdu Version: Option on homepage to switch between English & Urdu Version

6. Timeline for the Consultancy

Delivery	Time Period
Day of signing the contract	t-day
Mark-up Board	t+20 working days
First demonstration of the project	t+30 working days
Second demonstration of the project	t+45 working days
Final demonstration to the Authority	t+60 working days
Deployment of Final Verion on Web-server	t+65 working days

7. Payment Details

- i. 10% on Signing of Contract
- ii. 15% on acceptance of Mock-up Design.
- iii. 15% on acceptance of first demonstration
- iv. 15% on acceptance of second demonstration.
- v. 15% on acceptance of final demonstration.
- vi. 30% after successful deployment on Final Version on Web-Server.

Agreement

This agreement is made and entered into at **Islamabad** on this _____ day of _____ between Pakistan Telecommunication Authority (hereinafter referred to as the “Client”) having its principal place of business/Headquarters at Islamabad on the one part

AND

M/s _____ (hereinafter referred to as “Consultant”) having its principal office located at _____ on the other part.

WHEREAS, the Client wishes to have the Consultant perform the services referred to in Terms of References (the ‘ToR’) and annexed as “Annex-I” and WHEREAS, the Consultant is willing to perform the services as required by the Client.

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

The Consultant shall perform the services specified in Annex A, i.e. ToR and Scope of Services/ work mentioned therein, which is made an integral part of this agreement (the ‘Services’).

2. Term

The study shall be completed within 35 days or time periods exceeding the specified 35 days with the approval of the Client.

3. Payment

A) Ceiling

The Client shall pay the Consultant an amount not exceeding **Rs.** _____.
This amount has been established based on the understanding that it includes all of the Consultant costs and profits as well as any tax obligation that may be imposed on the Consultant.

B) Schedule of Payment

The schedule of payment is specified below.

Activity	Payment Schedule
After Signing of Agreement	10 % after signing of the contract Rs. _____
Acceptance of Mockup Design	15% on Acceptance of Mockup Design Rs. _____
Acceptance of First Demonstration	15% on Acceptance of first demonstration Rs. _____
Acceptance of Second Demonstration	15% on Acceptance of second demonstration Rs. _____
Acceptance of Final Demonstration	15% on Acceptance of final demonstration Rs. _____
Deployment of Final Version on Web Server	30% after successful deployment on Final Version on Web-Server. Rs. _____

C) Payment Conditions

Payment shall be made on submission of invoices (in triplicate) by the Company to the Client (designated in paragraph 5). The Client will ensure that all invoices are paid within 30-60 days of the receipt of the same.

4. Undertaking

The consultant is required to submit an undertaking on stamp paper duly notarized, assuring that in the event of failure to perform its obligation either by delaying or providing low quality work during the agreement period, the client shall have the right to terminate the agreement after serving written notice to the Consultant and take legal action against consultant and claim damages or ask for specific performance etc arising out of the

contravention of this agreement. The Consultant further undertakes that it shall comply with all the Terms and Conditions contained in the agreement and ToR.

5. Project Administration

A. Coordinator: The client designates _____ PTA HQs as Client's Coordinator; the Coordinator will be responsible for the coordination of activities essential under this agreement, for acceptance and approval of the deliverables by the Consultant and approving invoices for the payments.

B. For payment of the invoices, approval/verification of the coordinator shall be necessary and no payment shall be made in the absence of such approval/verification as mentioned in clause 3 of this agreement.

6. Performance Standards

The Consultant undertakes to perform the services with the highest standards of professional expertise ethical competence and integrity.

7. Confidentiality

The Consultant shall not, during the term of this agreement and after its expiry, disclose any proprietary or confidential information related to the services, this agreement or the Client's business or operations without the prior written consent of the Client. The breach of this clause will enable the Client to take legal action against the consultant as per applicable laws of the country.

8. Ownership of Material

Any software, report or other material, graphic, etc or otherwise, prepared by the Consultant for the Client under the agreement shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents. The Client shall have the right to register it under Trade Marks and Copyright Laws, if so needed, without first obtaining consent of the consultant.

9. Prohibited activities

The Consultant agrees that, during the term of this agreement and after its termination, the Consultant and any entity affiliated with the Consultant shall not provide any information

which he may have obtained as a result of the project as the same may be harmful to the Client. In case of disclosure of any sensitive information, the party involved will be liable to pay damages to the Client or the Client reserves the right to take legal action as per applicable Laws of the country, as the case may be, and the said Consultant shall be disqualified for any consultancy/agreement/contract in future.

10. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

11. Assignment

The consultant shall not assign this agreement or sub-agreement or any portion of it without the client's written consent. The consultant shall promptly replace any of the employees working on the project if deemed unsatisfactory by the client.

12. Definitions and interpretations

Definitions and interpretations of the expressions and words used in this agreement shall have the same meaning as given to them in the Pakistan Telecommunication (Re-organization) ACT, 1996 (the 'Act'), Pakistan Telecommunication Rules, 2000 (the 'Rules'), Pakistan Telecommunication Authority Regulations (the 'Regulations') and instructions/orders/determinations of PTA, issued from time to time. The right to interpret the document shall remain with the client.

13. Law governing the agreement and Language

The agreement shall be governed by and under the laws of Pakistan and the Language of the agreement will be English.

14. Dispute Resolution

Any dispute arising out of the agreement between the parties, shall be referred to higher authorities of the client and in case of failure to settle the dispute, it may be referred to agreed arbitrator by both the parties for adjudication/arbitration in accordance with the prevailing laws of the countries.

15. Obligatory Clauses

If the consultant fails to perform the items of the Agreement within specified time the consultant will be subject to the following obligations:

- a. That no extra payment will be made to the Consultant.
- b. If the project is not executed within the stipulated time for each day delayed, the Consultant shall be liable to pay Rs. **1000** per day to the Client for the breach.
- c. Failure of the consultant to complete the project within 15 (fifteen) working days **(Excluding public holidays)** of the time of completion of report shall be deemed a total failure of consideration on the part of the consultant and the Client may terminate the agreement without any liability or responsibility, provided, however, the Consultant will return any or all amounts paid by the Client up to date of termination without any deduction or set-off. Notwithstanding time being the essence of the agreement and without prejudice to clause (b) above, the Client may accept, in its sole discretion, any reports delivered at any time by the consultant within the period of one month from the time specified or the delivery of each report and the Client shall not be required to give any notice of its intention to claim damages at the time of acceptance of any report after the time specified for the delivery of such reports and any right of the company to notice the intention of the client to claim damages as aforesaid is hereby irrevocably waived by the company.
- d. If the company breaches clause 6 of the agreement, the Consultant will be liable to pay damages which the Client may have suffered for such breach.
- e. The said damages will be determined by the client and shall not exceed the value of the Agreement.
- f. Any and all remedies of the client for defective or delayed performance or non-performance of obligations by the company shall be exclusive of other remedies for such default and the exercise by the Client of any one remedy shall not constitute a waiver by the Client of any other remedy available to the Client under this agreement or the applicable laws.
- g. At the time of the scheduled payment (see 3B), the client shall determine whether to discontinue further payments and invoke clause 4 of this agreement with the prior written notice to the Company.

16. Disposal of the Application

All developed modules must be in compliance with the criteria laid down for development of application and internationally accepted practice or as the Client may require. Company shall provide two soft copies (CD) of the developed modules to the Client.

FOR THE CLIENT

Signed by _____

Official seal

Witness 1

FOR THE COMPANY

Signed by _____

official seal

Witness 2