



Government of Pakistan
PAKISTAN TELECOMMUNICATION AUTHORITY
Headquarters, F-5/1, Islamabad, <http://www.pta.gov.pk>

"SAY NO TO CORRUPTION"

REQUEST FOR EXPRESSION OF INTEREST (EOI) FOR DEVELOPMENT OF ICT INDICATORS DATABASE

Pakistan Telecommunication Authority (PTA), invites Expression of Interest (EOI) from the consultant firms/consultants, who are on Active Taxpayers List of Federal Board of Revenue, for the development of "**ICT Indicators Database**". Quality and Cost Based Selection method will be used.

2. Request for Proposals (RFP) documents, (containing information for bidders, proposal format and eligibility criteria, scope of the intellectual and professional services required, deadline and place of the submission of expression of interest and evaluation criteria etc) are available at the office of Assistant Director (Economic Affairs), Pakistan Telecommunication Authority Headquarters, Sector F-5/1, Islamabad. Price of the EOI documents is Rs. 500 (cash/pay order non-refundable). EOI documents can also be downloaded from PTA website <http://www.pta.gov.pk> free of cost.
3. The expression of interest, prepared in accordance with the requirements given in the EOI document, must reach at the following address on or before **10:30 AM** on **24-04-2017**. The expression will be opened the same day at **11:30 AM**. This advertisement is also available on PPRA's website at www.ppra.org.pk.

Director (Economic Affairs)

Ph: 051-9225315, Fax: 051-2878122, Email: arif@pta.gov.pk



REQUEST FOR PROPOSAL

RFP No. 15-7/147/P-65/2016/Eco

<http://www.pta.gov.pk>

Hiring of Vendor

for

Development of ICT Indicators Database

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1. REQUEST FOR PROPOSALS

1.1 Pakistan Telecommunication Authority (PTA) intends to award a contract for development of "ICT Indicators Database" that will store, analyse and report the various ICT indicators being monitored by PTA. Detailed requirements for the bidders are given in this document.

1.2 Sealed bids are invited as per the mentioned Description of Services, Terms of Reference (ToR), eligibility criteria, evaluation criteria and the forms identified in the Annexure of this RFP. The interested company/software house/firm/vendor ("The Bidder") should submit a single sealed package containing two separately sealed envelopes titled 'TECHNICAL PROPOSAL' and 'FINANCIAL PROPOSAL', marked in bold and legible letters as per Public Procurement Regulatory Authority (PPRA) Rule 36 (b) and also Rule 22(1) which is reproduced as follows:

"The bids shall be submitted in a sealed package or packages in such manner that the contents are fully enclosed and cannot be known until duly opened"

1.3 Other details related to submission are:

- a. Technical Proposal shall contain the details as per the requirements & evaluation criteria mentioned in this RFP.
- b. Financial Proposal shall contain the details as per requirements & evaluation criteria mentioned in this RFP.
- c. The Proposals should reach PTA Headquarters, Sector F-5/1, Islamabad before 10:30 AM (Pakistan Standard Time) on 24th April, 2017.
- d. Technical Proposals will be opened at 11:30 AM on the same day i.e. 24th April, 2017, at PTA Headquarters, Sector F-5/1, Islamabad in the presence of the bidder's representative who may choose to attend.
- e. Only the technically qualified companies will be informed to attend the financial bid opening. The financial bids of technically disqualified bidder will be returned un-opened.

- f. PTA shall follow the PPRA Ordinance, 2002, and all Rules and Regulations made there under. Relevant legislation in this regard is available at (www.ppra.org.pk).
- g. An authorized representative of prospective bidder shall sign his initials on all pages of the proposal and sign in full on the last page of proposal, clearly mentioning the full name and designation of the representative.

1.4 Details for Vendors submitting response to RFP:

Name of Procuring Agency:	Pakistan Telecommunication Authority
Last date for Bid Submission:	24 th April, 2017 10:30 AM PST
Technical Bid Opening Date & Time:	24 th April, 2017 at 11:30 AM PST
Bid Opening Place:	PTA HQs, F-5/1 Islamabad, Pakistan
Contact Person:	IT Officer (Economic Affairs)
Phone:	+92 (51) 9225315
Fax:	+92 (51) 2878122
Email:	waqashassan@pta.gov.pk

1.5 Complete mailing address for submission of Technical & Financial proposals:

Director (Economic Affairs)
Pakistan Telecommunication Authority
Headquarters, Sector F-5/1,
Islamabad, 46000
Pakistan.
Email: arif@pta.gov.pk
Telephone: 051-9225315

2. INFORMATION FOR BIDDERS

2.1. Earnest Money

- a. Earnest money in the form of Pay Order / Bank Draft in favour of 'Pakistan Telecommunication Authority, Islamabad' amounting to 2% of the total financial bid amount should be attached with the Financial Proposal (Cheques will not be accepted). Certificate, regarding submission of earnest money with financial proposal, shall be attached with the Technical Proposal.
- b. Financial Bid without earnest money will be rejected without any right of appeal.
- c. Earnest money of successful bidder will be retained for the period of project award, whereas earnest money of unsuccessful bidders will be returned within 60 days after financial bid opening.
- d. In case of non-commissioning of consulting services within time frame given in work order due to default of the consultant, the earnest money shall be forfeited in favour of Pakistan Telecommunication Authority.

2.2. Bidding Quotation

- a. The bidder should quote its rates clearly in Pak Rupees in the Financial Proposal in both figures and words as per format attached at Annex-E
- b. The rates quoted shall remain valid for 120 days from the date of opening of Technical Proposal.
- c. Bid amount shall be inclusive of all applicable taxes

2.3. Disqualifications

Offers are liable to be rejected if there is any deviation from the instructions as laid down in the bid document i.e.

- a. Financial bid is submitted without the required earnest money.

- b. Bids are received after specified date and time.
- c. Specification and other requirements are not properly adhered to or different from those given in this document.
- d. General Sales Tax (GST) and National Tax Number (NTN) certificates are not attached with Technical Proposal.

2.4. Integral Parts

- a. Terms of Reference are given in **Annex-A**
- b. The successful bidder shall be asked to execute the Service Level Agreement as per **Annex - B**
- c. The successful bidder shall be asked to execute the Non-Disclosure Agreement as per **Annex - C**
- d. All bidders have to produce all relevant documents desired in the Technical Evaluation Criteria given in **Annex - D**
- e. Financial Bid offer/quote on prescribed format as per **Annex-E**
- f. A sample of ICT indicators is given at **Annex - F**

2.5. Affidavit

The bidder is required to submit an Affidavit on Legal Paper, to the effect that the company/firm has not been black listed by any government/semi government/autonomous body, with Technical proposal.

2.6. PTA's Rights

PTA reserves the right to accept or reject any proposal without assigning any reason.

3. PREPARATION OF PROPOSAL

The Bidder shall submit documentary proof in support of meeting eligibility criteria mentioned at Section 3.1. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient of meeting the eligibility for Responsiveness of the Proposal in line with relevant directions given in this RFP.

Only responsive proposals shall be further taken up for evaluation.

3.1. Eligibility Criteria

- a. Bidder should be a company/firm having legal presence in Pakistan.
- b. Providing photocopies of income tax or annual report along with national tax number and sales registration number.
- c. Bidder should have minimum 3 years experience
- d. Bidder should have completed at least 3 similar projects in size and nature. Detail of completed similar projects as per Form-A
- e. Duly authorized from principle firms (original equipment manufacturer). Bidder should provide a valid certificate should be appended with the submitted bid.
- f. Company Information as per Form-B
- g. Never been black listed from any government organization and submit the certificate to this effect.
- h. The technical/financial bids should be clear in all respect, as per instructions mentioned in tender documents. Any bid found to be vague will be disqualified without calling any clarification at any stage of evaluation.
- i. Solution/Product or any module and Equipments or any of its unit quoted by bidders must not be manufactured in Israel or India. Furthermore the Bidder/Principle supplier must not have any linkage with Israel or India regarding ownership, sponsoring and financing. (Bidders shall submit an affidavit on legal paper with this respect)

Note: Bidder must submit documentary proof against all eligibly criteria in Technical Proposal. Failing to meet any of the above mandatory requirements shall result into disqualification of the bidder.

3.2. Technical Proposals

- a. In preparing the Technical Proposal, the bidder(s) is expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of the proposal.
- b. Bidder shall deliver four copies of technical proposal with each being physically separated, shall be sealed and labelled as “Technical Proposal” in separate envelope, (one master and four copies). All five copies to be further bound in one envelope.
- c. Evaluation of the technical proposal will start first and at this stage, the financial proposal shall remain unopened.
- d. The Technical Proposal shall not include any financial information.
- e. Technical Proposal must include the following details:-
 - i. Technology
 - ii. Architecture
 - iii. Core Application
 - iv. Application Server
 - v. Database Server
 - vi. Messaging & Collaboration
 - vii. Security
 - viii. Performance
 - ix. Scalability
 - x. High Availability
 - xi. Maintainability
 - xii. Deployment

- xiii. Portability
- xiv. Transparency
- xv. Migration of legacy data
- xvi. Reminders Management
- xvii. Fax Management Module
- xviii. Reports
- xix. Training
- xx. Maintenance & Support

f. Technical Proposal shall also provide the following information:

- i. A brief description of the Bidding organization and an outline of recent experience of similar projects.
- ii. A description of the methodology & work plan including timelines, for performing the project.
- iii. The list of the team members to carry out the project supported by bar chart diagrams showing the activities to be formed by each professional team member, while keeping in mind the timelines given at Terms of Reference in Annex-A.

g. All bidders that meet the eligibility criteria may be required to present before the Evaluation Committee constituted by the PTA, clearly demonstrating their experience and capacity to perform the assignment.

3.3. Financial Proposals

- a. The Financial Proposal shall contain the total cost of the project inclusive of all applicable taxes / charges under the relevant/Pakistani Laws. Moreover, the total cost should be broken down by activity as per Bill of Quantities (BOQ) attached as Annex-E
- b. The proposal must remain valid for a period of 120 days after the date of submission of the proposal.

- c. Financial proposals will be returned unopened, if the bidding company fails to qualify in the technical evaluation (See 3.2 above)

3.4. Summary of Technical Proposal

Summary of technical proposal should serve as a cover page of the detailed technical proposal. Failure to provide the summary on the format given below will be considered as non-responsive and thus will not be considered for the processing.

Cat	Sr. #	Information required	
A	General		
	1	No. of Years in Business in Pakistan	
	2	No. of Office Locations in Pakistan	
	3	Annual Turn Over (in Million PKR)	
	4	Value of Projects in hand	
B	Details of Total Staff Employment		
	1	No. of Permanent staff employed	
	2	Technical	
	3	Managerial	
	4	Cumulative Experience (in years)	
	5	No. of Certified Professionals in technical domain	
C	Experience of Implementations of Proposed System		
	1	No. of similar projects completed on turnkey basis	
	2	No. of Government Projects completed	
	3	No. of Non-Government Projects completed	
D	Training		
	1	Years in business in training field	

	2	No. of staff employed for training or capable of training	
	3	Cumulative training experience (in years)	
	4	No. of Government Organizations trained	

4. PROPOSAL EVALUATION & AWARD OF CONTRACT:

Following set of procedures will be followed for the proposal evaluation: -

4.1. Evaluation of Technical Proposals

- a. Technical proposals will have 70% weightage. The evaluation committee, appointed by PTA, will evaluate the proposals on the basis of technical evaluation criteria specified at Annex-D. Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical qualifying marks (70%).

b. Technical Score

Marks obtained out of 70 as per Annex-D

4.2. Evaluation of Financial Proposals

- a. Financial proposals will have 30% weightage.
- b. After the technical evaluation of the proposal, PTA shall notify those bidders whose proposals did not meet the minimum qualifying mark (70%) or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process.
- c. PTA shall simultaneously notify in advance the date and time for opening of the Financial Proposals to the bidding firms that have secured at least

the minimum qualifying marks. The notification may be sent by courier letter and electronic mail/ facsimile.

- d. At the designated place, date & time, the Financial Proposals shall be opened in the presence of the bidders' representatives who may choose to attend. The name of the bidder, the quality scores, and the bid amount shall be read aloud and recorded when the Financial Proposals are opened. The evaluation committee will determine whether the Financial Proposals are complete and correct.

- e. Financial Score

Each financial proposal shall be awarded marks as per the following formulae:

$$\frac{30 \times \text{Amount quoted by the lowest bidder}}{\text{Amount quoted by bidder whose financial score is to be calculated}}$$

4.3. Award of Contract:

The bidder obtaining highest marks combining both technical and financial proposals will be awarded the contract. If two or more bidders obtain equal aggregate marks in Technical & Financial proposals, then the contract will be awarded to the one having lowest financial bid.

Important Note: Any effort by the bidder and/or its representatives to influence the PTA officers/officials during the proposal submission, proposal evaluation, and selection or contract award, may result in the rejection of the related proposal without any right to appeal or hearing.

TERMS OF REFERENCE

Hiring of Vendor for Development of ICT Indicators Database

1. Introduction

Pakistan Telecommunication authority (PTA) is seeking software development services of a professional company/firm (“Developer”) to develop ‘ICT indicators Database’ that will receive and store the data from telecom operators, analyse and report the meaningful information to the user.

2. Background

- a. PTA is the focal point of data collection from the telecom sector and its dissemination to the national and international entities in Pakistan. For the purpose, Economic Affairs Directorate (EAD) of PTA regularly collects data from telecom licensees on prescribed format on monthly, quarterly and need basis. The mode of collection is email and/or mail with specific due dates. Reminders are issued after due date to the operators who do not submit data to the Authority in time.
- b. The collected data from each operator is currently being recorded on MS-Excel files. Error check, consistency, integrity and accuracy of data is done manually while recording the data.
- c. The analysis and subsequent reporting of information in the form of graphs, tables, charts etc is done through MS Office tools such as MS Word, MS Excel, MS PowerPoint etc. The telecom data is provided to the general public through PTA website and other publications. Moreover, PTA also reports the telecom data to various national and international forums, research and ICT ranking agencies, analysts and Government Departments.
- d. The unprecedented growth of telecom/ICT sector has also generated new paradigms of data reporting and analysis perspectives. Accordingly, PTA has also

started to gather many more data indicators from the telecom industry in order to stay updated with the modern ICT analysis requirements.

3. **Objectives**

Following are the broad objectives required to be met by the Developer:

- a. To develop a robust, secure, efficient, user friendly and comprehensive software solution for receiving, storing, analysing and disseminating the telecom/ICT indicators. Salient features will include:
 - i. To develop a secure web based system of data collection from telecom operators, with auto-reminder and error-check facilities.
 - ii. To process and record the data received in Sr. No. 3 (a)(i) in the database solution.
 - iii. To analyse the stored data for unusual trends, accuracy, consistency and to point out the same, if any.
 - iv. To generate dynamic, flexible and user-defined reports in the form of graphs, tables, charts & calculations etc.
 - v. To develop a user friendly interface for data entry, analysis and retrieval of reports from the solution.
- b. To migrate the historic data, currently available with EAD in MS Excel format, into the software solution mentioned at Sr. No. 3 (a).
- c. To make available the defined telecom indicators on PTA website by developing a highly user friendly webpage.

4. **Scope of Work**

In the light of objectives defined above, a comprehensive database management solution of international quality is required to be developed. The Developer will provide complete turn-key solution in English Language for the PTA. For better understanding of the scope of work, figure-1 explains the telecom operators/organizations from which data is collected by PTA.

a. All telecom/ICT indicators provided by PTA shall be included in the database solution. Sample indicators collected from the each cellular mobile operator are given in Annex-F.

b. Historic data of telecom/ICT indicators provided by PTA in MS-Excel sheets will be migrated to the database solution.

c. Web based service for data collection by the telecom operators

will be developed using specific login for each operator. For the purpose, training manual/guide on data entry by telecom operators will also be developed.

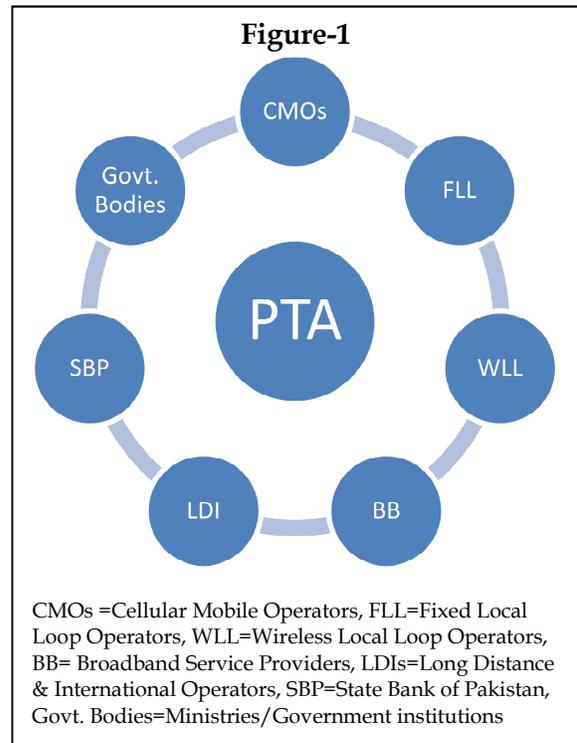
d. The software solution must be highly secure and resilient to any hack attempts and virus attacks.

e. Highly user friendly search mechanism will be developed for easy access to information.

f. PTA defined telecom indicators will be made available on the PTA website for general public, through a user friendly interface, modelled on the format being used by ITU and other international telecom/ICT websites.

g. Any other module, requirement, functionalities and enhancements can be added at any stage during development phase before final acceptance of the project.

h. The system shall have the capability to include new/more indicators to the database in the future. In this regard, a separate 'indicator addition' field shall be available at the Administrator's portal.



5. **Requirements Outline**

a. ***Admin Side***

- i. Admin(s) of the database will be PTA Officer(s) having full access to the system through secure logins, authorized to perform the following tasks: Data input, Data Modification, Data Deletion, Data Reporting, Indicator Addition/Deletion.
- ii. Admin(s) will also be given full data reporting authorization for all telecom indicators in tabular, graphs, charts etc form.
- iii. Log of the Admin(s) who adds, deletes or modifies data will be maintained.
- iv. Admin(s) will define the formulas for calculation of some telecom indicators such as Teledensity, Market shares etc.
- v. Some of the Admin(s) will be given full access to only the reporting functionalities of the database.
- vi. Administrator would be able to generate reminder for data correction and re-submission of data.

b. ***User Side***

- i. Users of the system are general public who will access the selected telecom indicators through PTA website. Users will be provided with data reporting interface only.
- ii. Flexible reporting in the form of Tables, graphs and charts to be made available which will also be downloadable in MS Excel Format.
- iii. Interface will include drop-down menus by Service, Operator, Indicator, Time Period etc.

c. ***Telco Side***

- i. Telecom operators will be able to submit the data directly into the database via web access portal, using unique username and password for each operator.

- ii. System should provide user-friendly interface for working and saving data. However, data once submitted to PTA may not be edited unless authorized by Administrator.
- iii. A reminder email will be generated automatically to licensees who do not submit data after the due date of data submission expires.
- iv. Data consistency and error checks shall be put into place to monitor the data entered by the Telcos. Any discrepancy, unusual trend shall be reported to Admin(s) immediately.

d. **Data migration**

- i. System should provide interfaces to migrate the legacy data which in present in MS-Excel format.
- ii. System should also provide interfaces for administrator for correction of migrated data and operator wise back date entry form for all the indicators
- iii. Platform - PTA can provide following Server/applications at our host i.e. NTC:-

Sr.#	Description	Operating System	Application
1	Application Server	Linux	Apache
2	Database Server	Linux	MySQL

e. **Features**

- i. System should be integrated with other systems, especially PTA web-site and internal communication module, for transferring the data in desired format.
- ii. System should be implemented on SSL and only authenticated operators should be issued with digital certificates for inserting their data.

6. **Deliverables**

The Developer is required to submit following deliverables:

- a. Detailed specification document, database design document, timelines, project plan and complete solution with the source files.
- b. **Database Solution:** Hardware (if any) and software along with source code of the database solution complete in all aspects as required by PTA.

- c. **Web based Data Collection Portal:** Telcos will enter data into the database solution online using secure data submission portal. Login/password will be provided to each operator and the entered data will be automatically recorded in the database, after approval by the Administrator(s).
- d. **Database Management System:** The database management system will allow the database administrator(s) to modify and maintain the database contents, structure, user profiles and security controls from an Admin Panel.
- e. **Re-designed Webpage of Telecom Indicators for PTA Website:** Existing website page used for publishing the telecom indicators will be redesigned to facilitate faster loading and easier data retrieval by general public.
- f. **Automatic email reminders:** Generation of email reminders to the telecom operators who fail to submit the data after due date.
- g. Detail of Data consistency, accuracy checks will be provided.
- h. Training of PTA Officers, Telecom Operators and User Manual for Administrators will be provided.
- i. Developer will provide two (2) years maintenance and support services and in critical situation, the Developer will provide immediate support within one hour of the reported complaint(s).
- j. Detail of security standards and user access policies to be provided.
- k. Open source Technology Platform to be used for application development

7. **Timeline of the Project**

Milestone	Time Period
Day of signing the contract	t-day
Requirements Analysis	t+15 working days
Mock-up/Design of the project	t+30 working days
First Demo of the project	t+45 working days
Second Demo of the project	t+60 working days
Migration of Historic Data	t+70 working days
Final Demonstration to Authority	t+80 working days
Deployment of Final Version	t+90 working days

8. **Terms and Conditions of Payment**

Activity	Payment Schedule
Acceptance of Final Deployment Version by PTA after the testing and security audit of the developed solution. The payment will be released subject to satisfactory acceptance by the PTA	90% contract price to be paid on Deployment and Acceptance of Final Version to the satisfaction of PTA
End of Support Services and Warranty	10% on Completion of Warranty Period after deployment/acceptance

AGREEMENT

This Agreement is made and entered into at **Islamabad** on this ____ day of _____

By and between

Pakistan Telecommunication Authority a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its principle office at PTA Headquarter, F-5/1, Islamabad (hereinafter referred to as the “Client” which expression shall where the context admits include its administrators and assigns) of the **One Part**

AND

ABC _____ a firm through Mr.....bearing CNIC..... having place of business at..... hereinafter referred to as “**the Consultant**,” which expression shall where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assigns) of the **Other Part**.

(If when and where applicable the Party of the One Part and Party of the Other Part shall hereinafter be collectively referred to as ‘Parties’ and individually as ‘Party’ as the context of this Agreement requires).

WHEREAS, Client wishes to acquire the Services of the Consultant for development of ‘ICT indicators Database’ detailed in Terms of References (the ‘ToR’) attached as Annexure-A.

WHEREAS, the Consultant represents to the Client that it has the relevant expertise and holds valid and subsisting licenses/permissions, authorizations/approvals required from the Government of Pakistan, and that it has the requisite expertise and resources to provide top quality of Services to the Client in accordance with highest industry standards and satisfaction of the Client. Upon the basis of the representations and warranties of the Consultant contained herein, the Client wishes to hire its Services under this Agreement.

NOW THEREFORE, for good and valuable consideration the adequacy whereof is hereby confirmed and the mutual benefits to be derived there from, the representation and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the Client and Consultant hereby agree as follows:

1. Definitions and Interpretations

In this Agreement, except otherwise provided, the following words, expressions and/or phrases shall have the meanings as defined herein below. Words importing the singular only include the plural and vice versa where the context so requires.

“**Agreement**” shall mean the present agreement signed between the Client and the Consultant and any annexure attached herewith for the execution of the Services. This

Agreement and its attached annexure(s), including all bid documents constitute the exhaustive description of obligations of the Parties.

Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

- a) The headings, whether of articles or other parts of the Contract, are for ease of reference only and do not affect the interpretation or construction thereof.
- b) Words in the singular include the plural and vice versa, and words importing any gender include every gender.
- c) A reference to an Article number is a reference to its sub-articles.
- d) Where the context so requires, reference to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or agency thereof.
- e) References to statutes or statutory provisions include references to any orders, or regulations made there under and references to any statute, provision, order or regulation include references to that statute, provision order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date thereof.
- f) No rule of construction applies to the disadvantages of either Party for preparing this Contract in whole or in part.

2. 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').

3. Term

Upon signing of this Agreement the Developer shall be obligated to start the work immediately and complete it within projected time of ninety (90) calendar days. However, in case of any unavoidable/unforeseen delay (i.e. Force Majeure) incurred either by the Consultant or the Client, necessary timeline extension would be agreed mutually between both parties, which will be communicated to each other during the occurrence of Force Majeure not less than fifteen (15) days prior to the expiry of the Agreement.

4. Payment

a. Ceiling

The Client shall pay the Consultant 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
Acceptance of Final Deployment Version by the Client after the testing and security audit of the developed solution. The payment will be released subject satisfactory acceptance by the Client.	90% contract price to be paid on Deployment and Acceptance of Final Version
End of Support Services and Warranty	10% on Completion of Warranty Period after deployment/acceptance

c. Payment Conditions

Payment shall be made on submission of invoices (in triplicate) by the Consultant to the Client. Each payment to be made after activities mentioned at 4(b) will be subject to issuance of acceptance/clearance certificate by the client.

d. The client shall have the right to forfeit the contract price in addition to any other remedies available under the law to claim damages or specific performance of the contract, etc.

5. Conflict Of Interest

Except as otherwise expressly provided herein, neither Party nor any of its employee, or agent or its subcontractors or vendors shall have personal interest which may constitute conflict of interests, including but not limited to give or receive from any employee, or

agent of the other party any gift, entertainment or other favor of significant value, or any commission, fee or rebate in lieu of this Agreement. The Consultant shall promptly notify the Client of any violation of this clause and any consideration received as a result of such violation. In the event of any violation of this clause, including any violation occurring prior to the date of this Agreement, resulting directly or indirectly in Client's issuance of orders to the Consultant, the Client may at its sole option terminate this Agreement and notwithstanding any other provision of this Agreement, pay the Consultant only that amount earned prior to the date of termination. Any designated representative for the Client may audit any and all records of the Consultant for the purpose of confirming compliance with this clause.

6. Project Administration

- a. Coordinator: The client designates Director (Economic Affairs), PTA 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.

7. Confidentiality

- a. 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.
- b. Consultant shall ensure that no application / system shall be affected during the audit due to usage of penetration tools.
- c. Both parties shall sign Non-Disclosure Agreement (NDA) to ensure security.

8. Ownership of Material

Any software, report, drawing 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. Complete source code, graphical source files, DB architecture, user/administrator manuals, required add-ons, related software, components will be provided by 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 it may have obtained as a result of the project under this Agreement 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. 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.

11. Law governing the agreement and Language

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

12. Dispute Resolution

All variations amendments or modification to the terms of this Agreement shall be made, except in writing and shall be binding only if duly agreed and signed by both the parties or their duly authorized representatives.

Any dispute arising out under this Agreement whether during the term of this Agreement or after the termination or expiry of this Agreement, shall be referred to the Authority of the Client, and in case of failure to settle the dispute as above, it may be

referred to agreed arbitrator by both the parties for adjudication/arbitration in accordance with the prevailing laws for the time being in force.

13. Penalty Clauses

If the consultant fails to perform/provide the deliverables under the Agreement within specified time due to the reasons ascribable to him, the consultant will be subject to the following obligations:

- a. If the project is not completed within the stipulated time, the Consultant shall be liable to fine @ Rs. **5,000/-** per working day, as penalty for the breach.
- b. Delay on part of the Client will not be counted as delay in the project. However, such delay shall be determined by the Client as per its internal proceed.

14. Termination of agreement:

- a. Failure of the Consultant to complete the project within ninety (90) () working days (Excluding public holidays) beyond the time of completion of project 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.
- b. The said damages will be determined by the Client and shall not exceed the value of the Agreement.
- c. Any and all remedies of the Client for defective or delayed performance or non-performance of obligations by the Consultant 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.

15. Force Majeure

Consultant shall not have liability whatsoever or be deemed to be in default for any delay or failure in performance under this agreement resulting from acts beyond the control of Consultant , including and without limitation to the acts of God, acts or regulations of any governmental or supra-national authority, war or national emergency, accident, fire, lighting, equipment failure, computer software malfunction, electrical power failure,

telecommunication line failure, riot, strikes, lock-outs, industrial disputes or epidemics of infectious diseases.

16. Entire Agreement

This Agreement with all its annexure(s), appendix(s), form(s), TORs, constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Agreement hereof and supersedes and overrides any prior or other agreements, representations, warranties, understandings and explanations between the Parties hereto with respect to the subject matter of this Agreement. No amendment, waiver or termination of this Agreement shall be binding unless executed in writing by the authorized representatives of the Party or Parties to be bound thereby. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

17. Indemnity

The Consultant hereby indemnifies and agrees to indemnify and keep the client harmless from and against all claims, costs, proceedings, demands, losses, damages, expenses of whatsoever nature and howsoever arising, incurred or sustained by the Disclosing Party as a result of (i) entering into this Agreement; (ii) being the Consultant; (iii) any act, omission, default, neglect or misconduct of the Consultant or of its employees or consultants. The Consultant further holds the Client harmless against any form of proceedings that may be instituted by any person, for any reason whatsoever during the exercise of its rights in respect of the provisions of this Agreement.

18. Severability

The invalidity or unenforceability of any provision or part thereof of this Agreement shall not affect the validity or enforceability of any other provision and any remaining part, which shall continue in full force and effect.

19. Annexures

Annexure-A pertaining to the details of TOR, Scope of Work, Deliverables, Time Line, and Payment Conditions and Annexure-C, pertaining to non-disclosure of Agreement, all these Annexure along with all documents forms an integral part of this Agreement and has to be read and construed as such this Agreement.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Official seal

Official seal

Witness 1

Witness 2

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the “NDA”) is made as of the ____ day of ____ 2017,

By and between

PAKISTAN TELECOMMUNICATION AUTHORITY (hereinafter referred to as “Client/**Disclosing Party**”)

AND

M/s _____ (hereinafter referred to as “Consultant/ Receiving Party”), having its office at Islamabad, which includes its employees and successors.

(The Disclosing Party and the Receiving Party are hereinafter collectively referred to as the “Parties” and individually as “Party” where the context so requires);

WHEREAS, Disclosing Party is a government statutory body and is established for regulating the telecommunication business in the country and acquired the Services of Disclosing Party for development of ‘ICT indicators Database’ detailed in Terms of References (the ‘ToR’) as per terms and conditions of the Agreement.

AND WHEREAS, the Receiving Party may receive from the Disclosing Party certain confidential documents and information in order to carry out its obligations under the Agreement and the Parties wish to record the terms and conditions upon which the Disclosing Party shall disclose to the Receiving Party such confidential documents and information;

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations contained in this Agreement, the Parties agree as follows:

1. Purpose

The Disclosing Party shall be disclosing Confidential Information (as hereinafter defined) to the Receiving Party in order to enable the Receiving Party to undertake the Project under Agreement. In connection with this disclosure, certain trade, business, technical information and intellectual property which is proprietary to the Disclosing Party and/ or third parties which the Disclosing Party considers as confidential may be disclosed by the Disclosing Party to the Receiving Party and under this NDA the Receiving Party shall be obligated to prevent from unauthorized disclosure of Confidential Information.

2. Definition of Confidential Information

“Confidential Information” includes, but is not limited to, any confidential or other proprietary information, data, patent, copyright, trade secret, process, technique, program, design, formula, marketing, advertising, financial, commercial, regulatory or programming matter, written materials, compositions, drawings, diagrams, computer programs, studies, work in progress, visual demonstrations, codes, product specifications and documentation, business and product plans and strategies, names of customers, suppliers or partners [whether trading or otherwise] and other data, in oral, written, graphic, electronic, or any other form or medium whatsoever, which may be provided by the Disclosing Party to the Receiving Party whether directly or

indirectly including, without limitation, all materials supplied containing Confidential Information, all copies of those materials and any notes, records, analyses, summaries or other material derived there from and all copies thereof. Notwithstanding the foregoing and without limitation, all documentation, data, information, etc. of any kind whatsoever provided by the Disclosing Party is deemed to be Confidential Information.

3. **Exclusions**

The term “Confidential Information” shall not include the following:

- (a) Information which is now or which hereafter becomes publicly known or available through no act or failure on the part of the Receiving Party;
- (b) Information which is actually known to the Receiving Party prior to the time of receipt of such Confidential Information from the Disclosing Party;
- (c) Information which is furnished to the Receiving Party by a third party who has rightfully obtained the Confidential Information without restriction on disclosure;
- (d) Information which is independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party that does not otherwise contravene the terms and provisions of this Agreement, and which independent development can be established by evidence that would be acceptable to a Court of competent jurisdiction; or
- (e) Information which the Receiving Party by law, order of a Court of competent jurisdiction, or other legal compulsion required disclosing.

4. **Use Limitations**

The Receiving Party agrees not to use the Confidential Information for its own use or for any purposes except those purposes set forth in clause 1 above. The Receiving Party shall not use or exploit the Confidential Information and agrees not to copy, alter or modify any of the materials furnished by the Disclosing Party unless permitted in writing by the Disclosing Party or as required in the light of the assignment and instructions given to the Receiving Party by the Disclosing Party. The Receiving Party shall not use the Confidential Information for purposes of unfair or improper competition.

5. **Non-Disclosure**

- (a) Except as otherwise required by law, the Receiving Party agrees not to disclose the Confidential Information to any third parties, employees, officers, directors, contractors, agents consultants or its associated companies or affiliates, except those employees or associated companies or affiliates who have a need to know the Confidential Information for accomplishing the purposes described herein and where such employees will be made aware that the information is confidential and will be under a contractual restriction of nondisclosure and proper treatment of Confidential Information;

- (b) The Receiving Party agrees to use the same care and discretion to avoid disclosure, publication, or dissemination of the Disclosing Party's Confidential Information;
- (c) Where the law requires disclosure of the Confidential Information, the Receiving Party will immediately notify the Disclosing Party thereof (including the manner of disclosure) so that the Disclosing Party may take such action, as it deems necessary to intervene or seek assurances of confidentiality;
- (d) The Receiving Party agrees to take precautions necessary and appropriate to guard the confidentiality of the Disclosing Party's Confidential Information including informing its employees who handle such information that it is confidential and not to be disclosed to others, subject to satisfaction of the Disclosing Party;
- (e) If Receiving Party is requested or required (by oral questions, interrogatories, requests for information, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, it is agreed that the Receiving Party will provide prompt written notice of such request(s) to the Disclosing Party so that the latter may seek an appropriate protective order and/ or waive the Receiving Party compliance with the provisions of this Agreement;
- (f) Neither this NDA nor the disclosure of any information to the Receiving Party shall be construed as granting to the Receiving Party any rights in, to or in respect of the Confidential Information. Without limitation, except for the limited purpose of internal evaluation of the Confidential Information or as specifically authorised by the Disclosing Party in respect of the Project, the Disclosing Party does not grant to the Receiving Party any licenses, by implication or otherwise, to use the Confidential Information or any part thereof for any purpose whatsoever;
- (g) This NDA shall be binding upon and shall ensure to the benefit of the Parties and their respective successors-in-interest and permitted assigns. This NDA may not be assigned by either Party without the prior written consent of the other Party hereto.

6. **Materials and Return of Information**

The Receiving Party agrees to promptly destroy or return at the Disclosing Party's request, any materials or documents of the Disclosing Party in physical form or electronic form that are furnished to the Receiving Party, together with any copies which are in the Receiving Party's possession or control or are in the possession or control of any of its employees or consultants.

7. **Ownership of Confidential Information**

All Confidential Information constitutes the sole and exclusive property of the Disclosing Party and/ or the relevant third party. The Receiving Party shall only use the Confidential Information strictly for the purpose, as provided in this NDA. The Receiving Party shall hold and maintain all Confidential Information in trust and strict confidence for the Disclosing Party. Neither this Agreement nor any disclosure of the Confidential Information hereunder grants the Receiving Party any rights, title, or license under any trademark, copyright, or patent now or hereafter owned or controlled by the Disclosing Party and/ or the relevant third party.

8. Remedies

The Receiving Party understands and agrees that the Disclosing Party is providing the Confidential Information to the Receiving Party in reliance upon the Receiving Party’s agreement contained herein, and the Receiving Party will be fully responsible to the Disclosing Party for any direct damages caused either to the Disclosing Party by a breach of this Agreement by the Receiving Party to the extent determined by the Courts.

9. Jurisdiction/ Venue

This NDA shall be exclusively governed by, and construed in accordance with, the laws of Pakistan. The Parties agree that all legal proceedings arising from or relating to this Agreement will be brought in the competent courts of Pakistan.

10. Duration

The obligation of the Receiving Party to keep the Confidential Information confidential shall continue in perpetuity.

11. Indemnity

- (a) The Receiving Party hereby indemnifies and agrees to indemnify and keep the Disclosing Party safe from and against all claims, costs, proceedings, demands, losses, damages, expenses of whatsoever nature and howsoever arising, incurred or sustained by the Disclosing Party as a result of (i) entering into this Agreement; (ii) being the Disclosing Party; (iii) any act, omission, default, neglect or misconduct of the Receiving Party or of its employees or consultants. The Receiving Party further holds the Disclosing Party harmless against any form of proceedings that may be instituted by any person, for any reason whatsoever during the exercise of its rights in respect of the provisions of this Agreement.
- (b) The rights and remedies provided under this Agreement are cumulative and are not exclusive of any rights or remedies available by law to the Disclosing Party. .

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be duly executed by a duly authorized representative of such Party on the day and date as noted above.

IN WITNESS NON DISCLOSURE AGREEMENT has been executed in the presence of the following witnesses on the date first above written.

SIGNED on behalf of Client
Official Seal

SIGNED on behalf of Consultant
Official Seal

Witness1 _____

Witness2 _____

Evaluation Criteria

Part A) Mandatory Requirement *		
1	Service provider has to produce applicable tax details and PSEB Certificate	
2	SECP Registrations Certificates	
3	Minimum five (5) years of relevant experience	
4	Presence at Islamabad/ Rawalpindi	
5	Company Information as per Form-B	
Part B) Technical Capabilities of Bidder		
Sr. #	Attributes	Max. Score
1	Team Expertise and details as per Form-C (Minimum three years of web development experience and having graduation/masters degree in IT/Computer Sciences) 2 marks / person	10
2	Details of five (5) Projects (as per Form A) completed of similar nature (documentary proof be provided i.e. copy of work order / agreements and client references etc.) 8 marks / project	40
Part C) Functional Evaluation		
	a. Modularity	5
	b. Scalability	5
	c. Security	5
	d. UI Design	5
	e. Methodology	5
	f. Integration	5
	g. CMS	5
	h. Penetration & Code Verification	5
	i. Contents Translation in Urdu / Content Migration	5
	j. Accessibility	5
Sub Total		100
<i>Minimum technical qualifying marks are 70%</i>		

FORMAT FOR FINANCIAL BID

Note: 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 PKR. _____ (in figures), _____ (in words) for development services of **ICT Indicators Database**, published at PTA and PPRA websites and/or in the daily _____ dated _____. The detail of Financials is mentioned below.

Sr. #	Item	Qty	Unit Price (PKR)	Total Price (PKR)
1.	Application Software	1		
2.	Administrator / User Training	2		
3.	Application Developer Training	2		
4.	Maintenance & Support	2 years		

We undertake to abide by the rules/ regulations /decisions 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

DETAILS OF PROJECTS OF SIMILAR NATURE

Name of Applicant or Partner of a Joint venture whose experience is being mentioned.

(Use a separate sheet for each project)

1	Name of the Project
2	Name of Client
3	Clients' address
4	Value of the Project
5	Date of Award
6	Date of completion
7	Brief Detail of Project:

COMPANY INFORMATION

- a. Name of Firm: _____
- b. Date of Establishment of Business: _____
- c. Address: _____
- d. Telephone No: _____ Fax No. _____ Email _____

S#	Description	Detail
1.	Owner Name & Organizational Structure	
2.	No. of offices in Pakistan/abroad	Pakistan:
		Abroad:
3.	No. of total employees	Pakistan:
		Abroad:
4.	Audited annual accounts	
5.	Yearly business turnover	
6.	Other businesses of the company	
7.	Nature of registration (sole proprietor, partnership, (pvt) Ltd.)	
8.	No. of litigation cases	

(NAME OF MOBILE OPERATOR _____)

NETWORK INFORMATION

(QUARTER ENDING)

S. No.	Indicator		Federal (Islamabad & FATA Incl.)	Punjab	Sindh	KPK	Balochistan	AJK	GB	Total
1	Tehsil HQs covered	2G	Numbers							
			Numbers							
		4G	Numbers							
2	Cities Covered	2G	Numbers							
		3G	Numbers							
		4G	Numbers							
3	Cell Sites	2G	Numbers							
		3G	Numbers							
		4G	Numbers							
4	Coverage of Network (Land Area)		%							
5	Population covered by mobile network signal	2G	%							
		3G	%							
		4G	%							

(NAME OF MOBILE OPERATOR _____)
TRAFFIC INFORMATION

(DURING QUARTER)

Sr. No.	Indicator		Unit	Federal (Islamabad & FATA Incl.)	Punjab	Sindh	KPK	Balochista n	AJK	GB	Total
1	SMS sent	Total	Million								
		Local	Million								
		International	Million								
2	MMS Sent		Million								
3	Domestic/National Outgoing Traffic (a+b+c)	Calls	Numbers								
		Minutes	Numbers								
3a	to Fixed Networks	Calls	Numbers								
		Minutes	Numbers								
3b	to same Mobile Network	Calls	Numbers								
		Minutes	Numbers								
3c	to Other Mobile Networks	Calls	Numbers								
		Minutes	Numbers								
4	International Outgoing Traffic	Calls	Numbers								
		Minutes	Numbers								
5	International Incoming Traffic	Minutes	Numbers								
6	Data Volume Exchanged		GB								
7	Mobile-broadband Internet traffic	(within the country)	GB								
8	Mobile-broadband Internet traffic	(outside the country, roaming out)	GB								
9	Average Speed	Download	Mbps								
		Upload	Mbps								
10	Theoretical Speed	UMTS	Mbps								
		HSDPA	Mbps								
		HSPA	Mbps								

(NAME OF MOBILE OPERATOR _____)

QUALITY OF SERVICE INFORMATION

(DURING QUARTER)

Sr. No.	Indicator	Calculation	Unit	Total
1	Total Complaints Received	Sum	Number	
	(a) Misuse of Service			
	(b) Illegal Practices			
	(c) MNP			
	(d) SIM Verification			
	(e) Billing			
	(f) Quality of Service			
	(g) Poor Customer Services			
	(h) 3G/4G Related Issues			
	(i) Miscellaneous			
2	Total Complaints Resolved	Sum	Number	
	(a) Misuse of Service			
	(b) Illegal Practices			
	(c) MNP			
	(d) SIM Verification			
	(e) Billing			
	(f) Quality of Service			
	(g) Poor Customer Services			
	(h) 3G/4G Related Issues			
	(i) Miscellaneous			
3	Mobile-cellular unsuccessful call ratio (%)	Average	Number	
4	Dropped Calls Ratio %	Average	Number	