

Pakistan Telecom Authority

Headquarters Sector F-5/1, Islamabad

REQUEST FOR PROPOSALS EXPRESSION OF INTEREST

EXPRESSION OF INTEREST

**Shortlisting of firms/Companies for Testing of
Operating System (TOS) of Mobile Phones
for Type Approval by PTA**

Expression of Interest (EoI)

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1. Introduction

1.1 Section 29 (1) of the Pakistan Telecommunication (Re-Organization) Act 1996 (herein after referred as the Act) mandates PTA to approve the type of terminal equipment to be connected directly or indirectly to public switched network. Moreover, as per Section 29(2) the Authority may, by regulations, specify technical standards for terminal equipment and procedure for approving test equipment and for testing any terminal equipment and to certify that it complies with the relevant technical standards.

1.2. As per regulation 4 (2) of Type Approval Regulation 2004, (herein after referred as the TAR 2004) read with Standard Operating Procedure (SOP) for Type Approval of Mobile Phone Hand sets by Services Division following test reports issued by laboratories of international repute are required to be provided along with the sample:-

- i. Radio Frequency (RF)
- ii. Specific Absorption Rate (SAR)
- iii. Safety
- iv. Electromagnetic Conformity (EMC)
- v. Electromagnetic Interference (EMI)
- vi. Functional Test

1.3. Previously, applicants carry out aforesaid tests from the accredited laboratories as per regulation 9 of Type Approval Regulation 2004 and submit the reports to the Authority for issuance of type approval certificate of the terminal equipment. Recently, Services Division has started type approval of Cellular Mobile handsets for which a comprehensive SOP duly approved by the Authority on 9th January of (2014) is already in place. However, Testing of Operating System (TOS) of terminal equipment including cellular mobile phone handsets is also required to be carried out to verify features/characteristics of the terminal equipment claimed by the manufactures to ensure interoperability with cellular mobile network and consistent quality of service to end users to protect consumer interest.

1.4. TOS means Mobile-device testing functions to assure the quality of mobile devices, like mobile phones, tablet PCs, dongles, M2M etc. The testing will be conducted on both hardware and software. This testing involves a set of activities from mobile application,

content and services on commercial handsets. Testing includes verification and validation of devices and software applications..

1.5. Since, large sale of low end handsets have arrived in the market that does not follow industry capable QoS, therefore, there is dire need to check the functional and TOS of the mobile sets so that no substandard sets be sold to end user.

1.6 In view of above, Pakistan Telecommunication Authority (PTA) intends to seek services of research laboratories/universities/private firms/companies for testing. However, these firms/companies may quote the nominal fee for the TOS .

2. Objective:

2.1 The aim of engaging the 03rd parties that could be a University /Research Institution/private firm/company/s is to provide TOS of mobile phone handsets/tablet PCs/Dongles/M2M etc to verify features/characteristics of the terminal equipment claimed by the manufactures to ensure interoperability and compatibility with cellular mobile network to provide quality of service by the type approved equipment to end users.

3. Scope of Work:

3.1 In line with the objective aforesated a comprehensive TOS by University/Research Laboratories/private firms/companies is required. The scope of which will include but not limit to the following:

- i. Functional OS testing of mobile phone handsets, tablets, dongles and wireless Transceivers, M2M Customer Premises Equipments (CPEs)
- ii. Application functional testing of mobile phone handsets, tablets, dongles and wireless Transceivers, Customer Premises Equipments (CPEs) as under:
 - a) Voice quality testing of the devices.
 - b) Quality of Wifi, Blue tooth, near field communication services.
 - c) Working of the device and looking into aspects like device not responding and re-starting arbitrarily.
 - d) Quality of music audio /video play back.
 - e) Voice quality of videos/audio play back.
 - f) Issue of warming of the device during usage causing discomfort handling .
- iii. Issues arising during stationary static check.
- iv. Operating frequencies/bands of the device.
- v. Any other functions to be desired by the Authority.

4. Deliverables:

4.1 The detail is as under:-

- TOS of mobile phone handsets, tablets, IPad, dongles, M2M, Customer Premises Equipment (CPE)
- Producing TOS result. Detailed report format is attached at **Annex-C**

Qualification and Disqualification of Proposal:

7. The applicants shall submit the technical and financial proposal separately in a sealed envelope. PTA will first evaluate the technical proposals. Financial proposals of only technically qualified bidders will be opened. PTA will evaluate technical and financial strength of the laboratories interested to carry out testing of terminal equipment and may accept or reject any or all proposals without assigning any reasons.

Project Duration:

8. Total term for the project will be 3 years. Initially a contract for a term of one year will be made, which will be extendable on yearly basis subject to satisfactory performance..

PTA's Obligation:

9. Having shortlisted research laboratories /universities/private companies on the basis of Technical Criteria, PTA will evaluate financial proposals of the shortlisted organizations. On successful evaluation, the firms would be designated as **PTA accredited**. Obligations are as under:-

- i. With regard to TOS, there will be no financial obligation on the part of PTA.
- ii. The applicant of Mobile phone handsets, dongles, Tablet PC would submit TOS fee directly to the firm along with the sample.
- iii. Firm will conduct TOS as per the sample format and would submit TOS report at the time of submission of proposal for type approval to PTA.
- iv. Firms/companies/institutions will be pre-qualified based on profile and technical capacity as per criteria given in EOI and shortlisted vendors will be taken on PTA panel for TOS services.

Proposal Deadline

10. The comprehensive proposals must reach PTA at the address given below by _____ on ___, ___ 2014 by email, followed by originals through courier.

Director General (Services)

Pakistan Telecommunication Authority

PTA HQs, Building 4th Floor,

F-5/1, Islamabad Pakistan
Email: talibdogar@pta.gov.pk

Instructions to Interested Parties:

- ✧ This proposal document, besides general Instructions, consists of
 - ✧ EOI (Annex A).
 - ✧ Draft Agreement (Annex-B)
 - ✧ Test report Sample (Annex-C)
- ✧ Proposal to be addressed to the Director General (Services) Pakistan Telecommunication Authority, Headquarters F-5/1, Islamabad.
- ✧ Proposal documents duly completed to be received on or before up to ----am.
- ✧ The submission and evaluation of proposal will be carried out under the “Single Stage-Two Envelop Procedure”. The Technical proposal will be opened on the same day at 11:00 am in front of the proposer or proposer’s representative duly authorized to attend.
- ✧ The proposal will comprise of single package containing two separate sealed envelopes. One envelop will contain the **“Financial Proposal”** and the second envelop will contain the **“Technical Proposal”**.
- ✧ Technical proposals will have 70% weightage and financial bids will have 30% weightage.
- ✧ Minimum marks for technical qualification will be 60%.
- ✧ Financial proposal of only technically qualified bidders will be opened. Technically qualified proposal will be informed to attend the financial bid opening. The financial proposal of technically disqualified bidder will be returned un-opened.
- ✧ The successful firms shall be asked to execute the agreement as per Annex – B.
- ✧ No overwriting or deletion in Financial Proposals will be acceptable and such bids shall be rejected forthwith.
- ✧ Technical proposal shall contain following information:
 - a. Mandatory Information
 - b. Company Profile (Annex-A-1)
 - c. Experience of consulting firm (Annex-A-2)
 - d. Personnel capabilities (Annex-A-3)
 - e. **Certificate that 2% bond has been enclosed in the Financial envelop.**
- ✧ Financial Proposal shall contain following information:
 - a. It should take into account all costs incurred on the testing services.

- b. Bid should account for any other activity relating to details in Expression of Interest (EoI) **Annex-A** and **Annex-C**.
- c. The bid amount (s) should be written in indelible ink both in figures and in words.
- d. A Bank Draft of 2% of the value of the Financial Proposal.

Financial Bid format

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

We, Company Name_____ bid an amount of Rs._____ (in figures), _____ (in words) for testing services of _____ published at PTA website and/or in the daily _____ dated _____.

We undertake to abide by the rules/ regulations /decisions made by the Authority regarding award of said testing services contract which will be final and binding.

We also confirm to abide by the conditions of agreement given in Agreement document, in case PTA considers us to award said testing services.

On behalf of

Evaluation Criteria

- a. Technical evaluation will have 70% weightage whereas financial evaluation will have 30% weightage. Work will be awarded to the bidder after technical and financial bids evaluation. The bidder obtaining highest marks combining both Technical and Financial proposals will be awarded the contract.

Evaluation criteria of Technical and Financial proposals are as under:

Technical Score = Marks obtained out of 70 as per evaluation criteria

Financial Score=

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

- b. If two or more bidders obtain equal marks in aggregate in Technical & Financial proposals, then the contract will be awarded to the one having lowest financial bid.
- c. The bidder should quote its rates clearly in the Financial Proposal in both figures and words.

Proposal Evaluation Criteria

Weightage detail is attached at **Annex-D**

S. No.	Technical Criteria including company profile	Total Points
Company Profile		
1	Company Profile (Mandatory Information / Minimum Requirement)	5
2	Specific experience of the firm in the field of OS testing (Minimum three years) (Details of Contracts/Certificates for similar jobs alongwith dates may also be attached)	10
3	Technical Staff competence (Minimum five)	10
Technical Proposal		
1	Technical approach and methodology	10
2	Work Plan as per criteria and deliverable	10
3	Technical facilities /capabilities to carry out test mentioned	10

	in EOI for OS testing	
4	Producing test reports of OS testing as per attached format at Annexure – C.	10
5	Financial Strength of Company (Bank certificate may be attached)	5
	Total Points	70

Financial Criteria

S. No.	Financial Criteria	Total Points
1	Cost of OS test per model. (Please include costing of tests in your proposal). Note: Cost of test conducted per sample per year will be submitted	30

Qualification Criteria

General

Pre-qualification will be based on all criteria given in above paras regarding the applicant's general / specific experience & skilled capabilities as demonstrated by the Applicant's responses in the forms attached to this document.

Mandatory Requirements

1. Registration of Firm / Company
2. Copies of last 3 year's Income Tax Returns and Assessment Orders.(
3. Official Name, address, telephone, fax numbers and e-mail address of the company.
4. Ownership and Organizational Structure of the firm.
5. Minimum 3 years experience of OS
6. Copies of five year's audited accounts

Personnel capabilities

The applicant must have in his employment suitably qualified person who will take part in the testing. The applicant will supply the information of its skilled staff, which will be a key factor for pre-qualification.

Equipment/Software Capabilities

The applicant should have equipment / software for the OS testing of mobile phone handsets. The applicant will provide the information of its technical software and equipment as well.

Projects Completed

The Applicant shall provide the full details e.g. name of the project, device tested , name of contracting party/ employer with contact details, value of the work, and date of completion,- duration of the project etc. of the similar projects completed in last 3 years.

Company Profile

S.No.	Description	Detail
1.	No. of years of registration	
2.	No. of offices in Pakistan/abroad	Pakistan:
		Abroad:
3.	No. of total employees	Pakistan:
		Abroad:
4.	Other businesses of the company	
5.	Nature of registration (sole proprietor, partnership, (pvt) Ltd.)	

Mandatory Information / Minimum Requirement

1. Registration of Firm / Company
2. Copies of last 3 year's Income Tax Returns and Assessment Orders .
3. Official Name, address, telephone, fax numbers and e-mail address of the company.
4. Ownership and Organizational Structure of the Firm.
5. Minimum 3 years experience of OS
6. Please attach five year's audited accounts.

Experience of Firm

a. Specific Experience

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

Use a separate sheet for each project or it could be in shape of list:-

1	Name of the Project
2	Name of Clients
3	Clients' address
4	Value of the Projects
5	Dates of Award
6	Dates of completion
	TIME OF COMPLETION AS PER AGREEMENT/COMPLETED IN TIME OR DELAYED
7	Any other detail

b. General Experience

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 Clients
3	Clients' address
4	Value of the Projects
5	Dates of Award
6	Dates of completion
7	Any other details.

Personnel Summary

a. Local Qualification

Name of Employee

Position		
General Information	1. Name	2. Date of Birth
	3. Professional Qualification	
	4. Telephone:-	
	5. Fax	
	6. Years with Present Employer	

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

DD/MM/YY		Company/Project/Position/Specific Tech experience
From	To	

a. Foreign Qualification

Name of Employee

Position		
General Information	7. Name	8. Date of Birth
	9. Professional Qualification	
	10. Telephone:-	
	11. Fax	
	12. Years with Present Employer	

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

DD/MM/YY		Company/Project/Position/Specific Tech experience
From	To	

Agreement

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

AND

Company Name _____ (hereinafter referred to as “The Firm”) having its principal office located at _____ on the other part.

WHEREAS, the Client intends to have the Firm perform the services referred to in Expression of Interest (the ‘EOI’) annexed as “Annex-A” and WHEREAS, the Firm is willing and capable to perform the services as required by the Client.

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

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

2. Term

The report of the testing shall be submitted within five working days from the date of issuance of PTA’s Work Order. However, in case of vis major any unavoidable/unforeseen delay incurred either by the firm or the client, completion timelines may be extended to a reasonable limit mutually agreed by both the parties.

3. Payment

Applicant shall pay Testing of Operating System (TOS) fee directly to the firm.

4. **Termination** 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 one month prior written notice to the Firm. The decision of Client will be final and binding.

5. Confidentiality

The Firm 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 Firm as per applicable laws of the country.

6. Prohibited activities

The Firm undertakes that, during the term of this agreement and after its termination, the Firm and any entity affiliated with the Firm shall not provide any information which it may have obtained that adversely affect 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 Firm shall be disqualified/black listed for any consultancy/agreement/contract in future.

7. Assignment

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

8. 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 /SOP's of PTA, issued from time to time. The right to interpret the document shall remain with the client, according to PPRA rules.

9. 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.

10. Dispute Resolution

Any dispute arising out of the agreement between the parties, shall be referred to Purchase Committee -1 of Pakistan Telecommunication Authority and in case of failure to settle the dispute, it may be referred to an arbitrator to be mutually agreed upon by both the parties for adjudication/arbitration in accordance with the Arbitration Act read with other enabling laws.

11. Penalty Clauses

If the Firm fails to perform the items of the Agreement within specified time due to the reasons ascribable to him, the Firm will be subject to the following obligations:

- a. If the test is not executed within the stipulated time for each working day delayed, the Firm shall be liable to pay **5% fee** per working day to the Client for the breach.
- b. Failure of the Firm to complete the test within 25 (twenty five) 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 Firm and the Client may terminate the agreement without any liability or responsibility, provided, however, the Firm will return any or all amounts paid by the Client up to date of termination without any deduction or set-off.
- c. The damages will be determined by the client and shall not exceed the value of the Agreement.
- d. Any and all remedies of the client for defective or delayed performance or non-performance of obligations by the Firm 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.

12. Force Majure

Service Provider 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 Service Provider , 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, riot, strikes, lock-outs, industrial disputes or epidemics of infectious diseases.

FOR THE CLIENT

FOR THE FIRM

Signed by _____

Signed by _____

Official seal

official seal

Witness 1:

Witness 1:

Sign: _____
Name: _____
CNIC No: _____
Address: _____

Sign: _____
Name: _____
CNIC No: _____
Address: _____

Witness 2:

Witness 2:

Sign _____
Name _____
CNIC No. _____
Address: _____

Sign: _____
Name: _____
CNIC No: _____
Address; _____