



Government of Pakistan
Pakistan Telecommunication Authority
<http://www.pta.gov.pk>

Request for Proposal (RFP) Development of Financial Control Portal (FCP) for PTA

Pakistan Telecommunication Authority (PTA) is the Regulator of the Telecom Sector and was established under Pakistan Telecommunication (Re-organization) Act, 1996 to regulate the establishment, operation and maintenance of telecommunication systems, and the provision of telecom services in Pakistan. PTA invites proposal from the interested companies (consultant firms) registered with income tax and sales tax department, for the development of Financial Control Portal of PTA. Quality and Cost based selection will be used.

Request for proposals (RFP) documents, (containing TOR, eligibility and evaluation criteria, timelines and place of the submission of RFP) is available for the interested bidders at the office of Director (Budget & Accounts), Pakistan Telecommunication Authority, Headquarters Sector F-5/1, Islamabad. RFP can also be downloaded from PTA website <http://www.pta.gov.pk> free of cost.

The Proposal, prepared in accordance with the instructions in the RFP document, must reach at the following address on or before **10:00 AM on 25th September, 2018**. The Technical proposal will be opened the same day at **12:00 PM**. This advertisement is also available on PPRA website at <http://www.ppra.org.pk>.

Director (Budget & Accounts)
Pakistan Telecommunication Authority, Headquarters, Sector F-5/1, Islamabad
Ph: 051-9216004, Fax: 051-9214039,
Email: abdurrab@pta.gov.pk

10x4



REQUEST FOR PROPOSAL

For

FINANCIAL CONTROL PORTAL

Pakistan Telecommunication Authority
Headquarters, Finance Division,
Director (Budget & Accounts)
4th Floor, Sector F-5/1
Islamabad, Pakistan



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SECTION 1. INTRODUCTION

- 1.1 Pakistan Telecommunication Authority (PTA), a regulatory authority for the telecommunication sector in Pakistan was established as a body corporate under Section 3 of the Pakistan Telecommunication (Re-Organization) Act, 1996. It regulates the establishment, operation and maintenance of telecommunication systems and the provision of telecommunication services in Pakistan. PTA is responsible to collect dues from the operators providing telecom service under license issued by PTA.
- 1.2 PTA intends to award a contract for “ASSESSING, PREPARING, DEPLOYING AND MAINTAINING A FINANCIAL CONTROL PORTAL”. PTA is seeking software development services of a professional company/firm (“Developer”) to develop a Financial Control Portal to provide replacement to its current system that will provide core tracking and workflow functionalities and automation. Two stage - two envelope bidding procedure will be followed as per PPRA Rule 36 (d). Bidder should submit legible letters as per PPRA 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:
- Technical Proposal shall contain the details as per the requirements and evaluation criteria mentioned in this RFP.
 - Financial proposal shall contain the details as per requirements and evaluation criteria mentioned in this RFP.
 - The Proposals should reach in time as mentioned in the advertisement to PTA Headquarters Islamabad.
 - Technical Proposals will be opened as mentioned in the advertisement at PTA HQs, F-5/1, Islamabad in the presence of the Bidder’s representative who may like to attend. Refer section 3.2 for further details.
 - Technically qualified companies will be informed to attend the financial bid opening. The financial bids of technically disqualified bidder will be returned un-opened.
 - PTA shall follow the Public Procurement Regulatory Authority Ordinance, 2002, and all Rules and Regulations made there under. Relevant legislation in this regard is available at (www.ppra.org.pk).
- 1.4 Details for Bidders submitting response to RFP:
- | | |
|---------------------------------------|--------------------------------------|
| Name of Procuring Agency | Pakistan Telecommunication Authority |
| Last date and time for Bid Submission | As mentioned in the advertisement |
| Technical Bid Opening Date & Time | As mentioned in the advertisement |
| Bid Opening Place | PTA HQs, F-5/1, Islamabad, Pakistan |
| Contact Person | Director Budget & Accounts |
| Phone: | +92 (51) 9216004 |
| Fax: | +92 (51) 9214039 |
| Email: | abdurab@pta.gov.pk |
- 1.5 Complete mailing address for submission:
- Director (Budget & Accounts),
Pakistan Telecommunication Authority PTA HQs,
F-5/1, Islamabad Pakistan

SECTION 2. INFORMATION FOR BIDDERS**2.1 EARNEST MONEY**

- a. Earnest money in the shape of pay order/ bank draft in favor of Pakistan Telecommunication Authority, Islamabad amounting to 2% of the total bid amount should only be attached with Financial Proposal (Cheques will not be accepted).
- b. Financial bid not accompanied with earnest money with pay order/bank draft will be rejected.
- c. Reference sub section "g" of section 3.1 "Preparation of Proposal", Certificate regarding attachment of earnest money with financial proposal, shall be submitted with Technical proposal. Amount of earnest money shall NOT be mentioned in the certificate.
- d. Earnest money of successful Bidder will be retained for the period of project awarded, whereas earnest money of unsuccessful Bidders will be returned within 60 days after financial bid opening.
- e. In case of revision of Technical proposal, revised earnest money in sealed envelope shall be submitted as per supplementary financial proposal.

2.2 PRICES

- a. The Financial Proposal shall give the total lump-sum cost of the project in PKR in both figures and words as per the format attached at Annex-IV and inclusive of all applicable taxes / charges applicable for the time being in force.
- b. The proposal must remain valid for a period of 180 days from the date of opening of Initial Technical Proposal or Revised Technical Proposal if applicable.

2.3 DISQUALIFICATIONS

Offers are liable to be rejected if there is any deviation from the instructions as laid down in the RFP. For details, refer section 3.1 "Eligibility criteria"

2.4 INTEGRAL PARTS

- a. The successful Bidder shall be asked to execute the Service Level Agreement/ Contract as per (Annex-I)
- b. The successful Bidder shall be asked to execute the Non-Disclosure Agreement as per (Annex-II)
- c. All Bidders have to produce all relevant document desired in the Technical Evaluation Criteria (Annex-III)
- d. All Bidders have to submit the Financial Bid as per (Annex-IV)
- e. Detail of similar nature projects (Annex-V)
- f. Bidder Information (Annex-VI)
- g. Personnel Summary (Annex-VII)

2.5 AFFIDAVIT

Affidavit on judicial paper minimum of Rs. 100 to the effect that the company/ firm has not been black listed by any government/ semi government/ autonomous body shall be attached with the Technical proposal.

2.6 PTA'S RIGHT

PTA reserves the right to accept or reject any proposal without assigning any reason or as per PPRA rules.

SECTION 3. PREPARATION OF PROPOSAL

The Bidders are requested to submit their proposals in English. Participating Bidder shall submit documentary proof with Technical Proposal in support of meeting eligibility criteria mentioned at 3.1. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per eligibility criteria.

3.1 ELIGIBILITY CRITERIA

- a. Registration with FBR (GST and Income Tax) & provision of GST and NTN certificates
- b. Consultant company/firm is in Active Tax Payers List of FBR
- c. Registrations Certificates (e.g. SECP/ Registrar of firms)
- d. Minimum Five (5) years of relevant experience
- e. Joint ventures will not be encouraged
- f. Provision of information as per Annexure III, IV, V, VI and VII
- g. An affidavit on judicial paper minimum of Rs. 100 that consultant is neither blacklisted nor involved in any illegal activity
- h. Certificate, regarding attachment of earnest money with financial proposal, shall be submitted with Technical proposal. Amount of earnest money shall NOT be mentioned in the certificate.

3.2 TECHNICAL PROPOSAL

- a. In preparing the Technical Proposal, Bidders are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- b. A bidding conference will be held ten days before closing date of bidding, if required for clarification of bidders.
- c. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened.
- d. The technical proposal of technically qualified bidders shall be discussed with the bidders with reference to the PTA's technical requirements;
- e. Those bidders willing to meet the requirements of the PTA shall be allowed to revise their technical proposals and supplementary financial proposal following discussions;
- f. Bidders not willing to conform their technical proposal to the revised requirements of the PTA shall be allowed to withdraw their respective bids without forfeiture of their earnest money;
- g. After agreement between the PTA and the bidders on the technical requirements, bidders who are willing to conform to the revised technical specifications and whose bids have not already been rejected shall submit a revised technical proposal and supplementary financial proposal, according to the technical requirement.
- h. The revised technical proposal along with the original financial proposal and supplementary financial proposal shall be opened at a date, time and venue announced in advance by the PTA.
- i. The Technical proposal shall not include any financial information other than a certificate that earnest money pay order is attached.
- j. The Technical Proposal shall provide the following information:
 - i. A brief description of the organization and an outline of recent experience on similar projects as per Annexure V and VI.
 - ii. A description of the methodology & work plan to perform the project.

- iii. The list of the team members to carry out this project showing the activities to be performed by each professional team member in this project, while keeping in mind the timelines given at Terms of Reference and detail of employees as per Annexure VII.

3.3 FINANCIAL PROPOSAL

- a. The Financial Proposal shall give the total lump-sum cost of the project in PKR in both figures and words as per the format attached at Annex-IV and inclusive of all applicable taxes / charges applicable for the time being in force.
- b. The proposal must remain valid for a period of 180 days from the date of opening of Initial Technical Proposal or Revised Technical Proposal if applicable.

SECTION 4: PROPOSAL EVALUATION

Any effort by the Bidder to influence PTA during the proposal submission, proposal evaluation, and proposal comparison or contract award decision may result in the rejection of the related proposal without any appeal or hearing.

4.1 EVALUATION CRITERIA

- a. Technical proposal will have 50% weightage whereas financial proposals will have 50% weightage. Contract will be awarded to the Bidder after technical and financial proposals evaluation. The Bidder obtaining highest marks combining both technical and financial proposals will be awarded the contract.
- b. Evaluation criteria of technical and financial proposals are as under:

Technical score

50% of the marks obtained as per Annex-III

Financial score

50% of the marks obtained as follows:

$50 \times \text{Amount quoted by the lowest Bidder} / \text{amount quoted by Bidder whose financial score is to be calculated}$

- c. 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.

4.2 EVALUATION OF TECHNICAL PROPOSALS

The technical evaluation committee of PTA, evaluates the proposals on the basis of technical evaluation criteria as specified at Annex-III. 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%). Ref Section 3.2 for further details.

4.3 EVALUATION OF FINANCIAL PROPOSALS

- a. After the technical evaluation, PTA shall notify those Bidders whose proposals did not meet the minimum qualifying marks (70%) or considered non responsive to the RFP and Terms of Reference, indicating that their Financial Proposals are returned unopened.
- b. PTA shall simultaneously notify the Bidders that have secured the minimum qualifying marks, indicating the date and time set for opening the Financial Proposals. The opening date shall be informed in advance. The notification may be sent by courier letter and electronic mail. The financial proposals shall be opened in the presence of the Bidders' representatives who choose to attend. The name of the Bidder and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The evaluation committee will determine whether the Financial Proposal is complete and correct. Ref Section 3.3 for further details.

SECTION 5. TERMS OF REFERENCE (TOR)**Hiring of Consultant Company/Firm for Development of Financial Control Portal****a) Introduction**

Pakistan Telecommunication Authority (PTA), a regulatory authority for the telecommunication sector in Pakistan was established as a body corporate under Section 3 of the Pakistan Telecommunication (Re-Organization) Act, 1996. It regulates the establishment, operation and maintenance of telecommunication systems and the provision of telecommunication services in Pakistan. PTA is responsible to collect fees from the operators providing telecom service under license issued by PTA.

b) Objective

Satisfactory development, installation and commissioning of “Financial Control Portal”.

PTA intends to award a contract for “ASSESSING, PREPARING, DEPLOYING AND MAINTAINING A FINANCIAL CONTROL PORTAL”. PTA is seeking software development services of a professional company/firm (“Developer”) to develop a Financial Control Portal to provide replacement to its current system that will provide core tracking and workflow functionalities and automation. Financial Control Portal of Head Office should be integrated with zonal offices located at Karachi, Lahore, Peshawar, Quetta, Rawalpindi, Multan, Muzaffarabad and Gilgit and keep flexibility to add future expansion of PTA.

c) 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.

Vendor will be expected to provide comprehensive Financial Control Portal to address the work specifications outlined in this RFP. The requirements listed below may not be all inclusive of the work needed to accomplish the respective tasks. It is expected that the vendors will have sufficient qualifications and experience to provide complete services without having each individual task identified herein. The work involved under the terms of the contract with the successful Bidder shall be full and complete execution of Financial Control Portal including the items as mentioned in deliverables at (e) below, and as described further throughout the RFP.

d) Requirements Outline**i. Admin Side**

- a. 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 and Data Reporting.
- b. Log of the Admin(s) who adds or modifies data will be maintained.
- c. Admin(s) of each division will define the formulae for calculation of Principal/LPAF/penalties as per regulations in place etc.
- d. Administrator of concerned division would be able to generate Demand Note, reminder, reports, and other tasks.

ii. User Side

- a. Users of the system are employees of divisions, who are not admin. These users will be given with access for entry of the record having provision of attaching a Word/Excel/PDF document; however, all updates will be done by authorized officers of division.
- b. User will be able to issue demand notes, reminders, generate reports and record book payment in the system when received.
- c. Flexible reporting in the form of Tables, graphs and charts to be made available which will also be downloadable in Word/Excel/PDF.

iii. Consumer Side

- a. Consumers would be able to file their application for new resource, track their application and enter data in PTA database.
- b. Consumers would be able to enter data in PTA database.
- c. System should provide user-friendly interface for working and saving data, however data once submitted to PTA may not be edited unless desired by Administrator.
- d. Data consistency and error checks shall be put into place to monitor the data entered. Data other than the defined template will not be accepted. Any discrepancy, unusual trend shall be reported to Admin(s) immediately.

iv. Data migration

- a. System should provide interfaces to migrate the legacy data which is present in excel format or any other indigenous system.
- b. System should also provide interfaces for administrator for correction of migrated data.
- c. Option to export reports of FCP to PTA Internal Communication (IC) Portal.

v. Features

- a. System should be integrated with other system especially internal communication module for real-time transferring the data in desired format.
- b. System should be implemented on Secure Socket Link (SSL) and only authenticated users will be allowed to access the system as per their defined rights and privileges.

vi. License

Licenses required (e.g. Application/Database Servers) for proposed solution will be communicated by the Bidder according to design/ architecture of Solution Product. Licenses should be decided / communicated after having consultation with technical team of PTA. Proposed Licenses should be quoted in the financial bid as a cost.

e) Deliverables

The Vendor is required to submit following deliverables:

- i. Detailed specification document, database design document, project plan and complete solution with the source files.
- ii. Database Solution: Software along with source code of the database solution complete in all aspects as required by PTA.
- iii. To migrate the historic data, currently available in MS Excel format or from existing databases.
- iv. The software solution must be highly secure and resilient to any hack attempts and virus attacks.
- v. To analyze the stored data for unusual trends, accuracy, consistency and to point out the same, if any.
- vi. To develop a user friendly interface for data entry, analysis and retrieval of reports from the software solution.
- vii. Highly user friendly search mechanism will be developed for easy access to information.
- viii. All the modules will be providing multiple Access controls for different users and Divisions of the Authority.
- ix. Any other module, requirement, functionalities and enhancements can be added at any stage during development phase before final acceptance of the project.
- x. The FCP should keep year /month wise record of the rates used for the purpose of calculating dues.
- xi. Auto uploading of Demand note on to the portal file (electronic document management system) Customized reports to be generated through interactive GUI query form and all the configurable attributes to be included in the query form
- xii. Web based License Application Portal: A comprehensive portal to apply online for licensing and numbering recourses.
- xiii. 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.
- xiv. Training of PTA Officers/officials and User Manual for Administrators will be provided.
- xv. Vendor will ensure complete transfer of technology to PTA at the end of 3 years of maintenance and support service agreement. Vendor will be providing technical training of 2 PTA officers (from authorized institutes if applicable) who will work for future enhancements and routine operations.
- xvi. Vendor will provide three (3) years maintenance and support services and in critical situation after sign of Final Acceptance, the Developer will provide immediate support within one hour of the reported complaint(s).
- xvii. Detail of security standards and user access policies to be provided.
- xviii. Detail of the Technology Platform to be used and related certificates and licenses etc.
- xix. There should be following main modules of the Financial Control Portal.

a) General Ledger Module

- a. Vouchers recording: Step wise entry, verification, approval and posting
- b. General ledgers
- c. Subsidiary ledgers
- d. Trial Balance
- e. Balance sheet, profit and loss account, cash flow statement and notes to the accounts
- f. Integration of accounts with receivable, payable, payroll and fixed assets module

b) Budget Module

- a. Budget template for input from budget holders
- b. Budget preparation process
- c. Budget finalization process
- d. Budget communication to budget holders and other stakeholders
- e. Budget monitoring and variance analysis
- f. Budget re-appropriation and revision process

c) Licensing Division

- a. Application for new licenses should be online (User validation/authentication)
- b. Status of application of new licensee
- c. Each licensee should be given unique identification number
- d. Database of licensee profile (name, license number(s), license region(s), details of license(s), type of license(s), term of license(s), license issuance date(s), license expiry date, license commencement due date, license commencement status, license status, If license status is terminated then termination date to be inserted and details of scarce resources assigned. Licensee details: postal address, phone numbers, email, licensee/ applicant contact person details: name, designation, CNIC, postal address, phone numbers, email, directors details: names, designations, CNICs, postal addresses, phone numbers, emails, directors and track of changes in particulars of licensees, network details, equipment details) of following licensees:-
 - i. Cellular companies
 - ii. Long distance & international (LDI)
 - iii. Wireless local loop (WLL)
 - iv. Local loop (LL)
 - v. Class value added services registration
 - vi. Class value added services (CVAS)-Voice (with various categories)
 - vii. Class value added services (CVAS)-Data (with various categories)
 - viii. Old value added services
 - ix. Radio based spectrum (RBS)
 - x. Telecom infrastructure provider (TIP)
 - xi. Telecom tower provider (TTP)
 - xii. Third party service provider (TPSP)
- e. Automation of following processes:-
 - i. Licensee management process (for existing and new licensees)
 - ii. License issuing process
 - iii. License renewal process
 - iv. License cancellation process
 - v. BTS site registration and management process
 - vi. Issuance of commencement certificate process
 - vii. Standardization of contract agreements (license template)
 - viii. Service coverage details

- ix. Demand note/letters/reminders generation and send to company's email address
- x. Rollout plan
- xi. Rollout plan monitoring
- f. Alerts: License Expiry, commencement/roll out, etc
- g. Generation of License on a prescribed License Format
- h. Generation of reports of all Licensees with following details
 - i. Type Wise
 - ii. Region Wise
 - iii. Service Wise
 - iv. Issuance Date Wise
 - v. Operational status of licenses
 - vi. List of All Valid Licenses
 - vii. List of All Expired Licenses
 - viii. List of All Terminated Licenses
 - ix. List of All Commenced Licenses
 - x. List of All Non-Commenced Licenses
 - xi. List of All Directors of All/ Selective Licensees
 - xii. List of Licensees for Pak & AJK/GB

Note: These all reporting shall have the option of selective Dates, e.g. List of All Expired Licenses from 01-10-2000 to 31-12-2000.

d) Receivable Module

- a. Database of licensee (use database of licensing Division)
- b. Reminder for provision of Annual Audited Accounts (AAA) after completion of financial year of licensee
- c. Notification if the AAA are not received by the due date
- d. Series of reminders for AAA
- e. Letter for meeting with licensee if AAA are not received
- f. Data entry of AAA
- g. Types of revenues:-
 - i. Initial license fee (ILF)
 - ii. Annual license fee (ALF)
 - iii. Research & development fund (R&D)
 - iv. Universal service fund (USF)
 - v. Spectrum administrative fee (SAF)
 - vi. Radio based spectrum (RBS)
 - vii. Numbering charges
- h. Generation of pre-numbered demand note on the basis of AAA
- i. Step-wise verification and approval of demand note
- j. Covering letter for issuance of demand note
- k. Booking of demand note as receivable and income from the service
- l. Ability to trace an amount through cheque number
- m. Ability to trace a cheque number through amount.
- n. Mapping of the amount received against the demand notes issued.
- o. Automatic calculation of LPAF as per procedure/regulations.
- p. Imposition of penalty and LPAF automatically after due date
- q. Notification if payment is not received by the due date
- r. Series of reminders for payment of demand note
- s. Letter for meeting with licensee if payment is not made
- t. Service wise summaries of receivables and income

- u. License wise, Company wise, head wise summaries of receivables (principal and LPAF), sub-judice and non-subjudice, aging report (principal & LPAF), segregation of Pak, MoIT& AJKGB dues, RP's filed and income
- v. License wise, year wise and party wise report of Annual Gross Revenue and details of deductions allowed in the demand notes.
- w. Database of recovery petitions filed
- x. Updated status of recovery petitions
- y. Defaulters list
- z. Integration with GL

e) Payable Module

- a. Payments on the basis of administration sanctions
- b. Vouchers recording: Step wise entry, verification, approval and posting
- c. Budgetary control on payments
- d. Subsidiary/party wise record of all payments
- e. Deduction of tax from payments
- f. Party wise record of tax deduction
- g. Integration with GL

f) Fixed Assets Module

- a. Costing of asset
- b. Date of purchase
- c. Useful life
- d. Depreciation method
- e. User detail including location
- f. Coding of asset
- g. Asset transfer/disposal
- h. Recording of major repairs and maintenance of fixed assets
- i. Physical Verification of assets
- j. Book value at year end
- k. Integration with GL

g) Payroll Module

- a. Payroll calculation based on HR record
- b. Payment of salaries on the basis of payroll
- c. Automated tax management of employees
- d. Automatic generation of tax certificate of employees and suppliers
- e. Record of employees' advances
- f. Deductions of advances from salary
- g. Cash reward/ bonus payment
- h. System for provident fund, deductions, contribution, profits and payments
- i. System for gratuity management
- j. System for pension management
- k. Bank reconciliations
- l. Integration of payroll with GL

h) Human Resource Module

- a. Database of employees (payroll breakup employees wise)
- b. Job description of each employee, division and directorate
- c. Leave tracking system
- d. Electronic employee performance appraisal reports
- e. Online recruitment system
- f. Record of routine employee benefits (advances policies, merit list)
- g. Record of end of service benefits
- h. Record of transfer postings
- i. Employee belongings (clearance form)
- j. Record of exit interviews
- k. Integration with payroll module

i) Numbering Module

- a. Application for new allocation should be online (User validation/authentication)
- b. Status of application of new allocation
- c. Each party should be given unique identification number
- d. Numbering database of numbers i.e. Geographic/non geographic number details, PSTN, WLL, Mobile, UAN, UIN, Short codes, PRS etc.
- e. Record of all type of available, reserved and blocked numbers
- f. Database of licensee /non licensee profile including resources allocated, Demand Notes details and payments
- g. Consolidated and separate license wise and party wise Demand Notes issued (after incorporating adjustments for under/over billing and showing year wise Demand note)
- h. Consolidated and separate license wise and party wise bank receipt report for any given period after incorporating adjustments for excess payments and dishonored cheques and which shows recovery against current year dues and prior year dues.
- i. Demand Note/Reminders will be sent to company's email address.
- j. Ability to create and update comments regarding status of dues.
- k. Ability to generate aging report showing principal and LPAF/Penalty.
- l. License wise chronological Demand Note and payment history of parties and receivable status. To generate dynamic, flexible and user-defined reports in the form of lists, graphs, tables, charts, calculations etc.
- m. Generate alerts to issue reminders for deficiencies and any pending dues/fees of the licenses.
- n. Generation of alerts for cases to be initiated for SCN, hearing, determination, withdrawal of number resource and license termination.
- o. Ability to trace an amount through cheque number
- p. Ability to trace a cheque number through amount.
- q. Mapping of the amount received against the demand notes issued.
- r. Automatic calculation of LPAF/penalty as per procedure/regulations.
- s. Integration with receivable module
- t. Automation of following processes:-
 - i. Registration process
 - ii. Geographic / non-geographic Numbers issuing process
 - iii. Geographic / non-geographic Numbers cancellation process
- u. Generation of following reports:-
 - i. Payment acknowledgement
 - ii. Defaulters list
 - iii. Cancellation Letter

- iv. Total No of licensees / non-licensees organization (year wise/ category wise)
- v. List of licensees/ non-licensees
- vi. Renewal status
- vii. Specified time duration reports (issuance, renewal & cancellation)

j) Radio Based Spectrum (RBS) Module

- a. Application for new licensee should be online (User validation/authentication)
- b. Status of application of new license (both for PTA and applicant).
- c. Each party should be given unique identification number.
- d. Consolidated and separate license wise and party wise demand notes issued (after incorporating adjustments for under/over billing and showing year wise Demand note).
- e. Consolidated and separate license wise and party wise bank receipt report for any given period after incorporating adjustments for excess payments and dishonored cheques and which shows recovery against current year dues and prior year dues.
- f. Demand Note/Reminders will be send to company's email address.
- g. Ability to create and update notes regarding status of dues.
- h. License wise chronological Demand note and payment history of parties and receivable status. To generate dynamic, flexible and user-defined reports in the form of lists, graphs, tables, charts, calculations etc.
- i. Generate alerts to issue reminders for deficiencies and any pending dues/fees of the licenses.
- j. Generation of alerts for cases to be initiated for SCN, hearing, determination and license termination.
- k. Ability to trace an amount through cheque number
- l. Ability to trace a cheque number through amount.
- m. Mapping of the amount received against the demand notes issued.
- n. Automatic calculation of LPAF as per procedure/regulations.
- o. Database of licensee profile including frequency details, bandwidth, timeliness, BTS/MW links charges, network details, equipment details, demand notes details and payments
- p. Integration with receivable module
- q. Automation of following processes:-
 - i. License issuing process
 - ii. Standardization of license/approval
 - iii. Coordination with FAB, MoI and FIA
 - iv. License renewal process
 - v. License cancellation process
- r. Generation of following reports:-
 - i. Payment acknowledgement
 - ii. Defaulters list
 - iii. Cancellation Letter
 - iv. Total Nos. of licensee organization (year wise/ category wise)
 - v. List of licensee in the order of frequencies
 - vi. Renewal status
 - vii. Specified time duration reports (issuance, renewal & cancellation)
 - viii. Spectrum allocated/ withdrawal of spectrum
 - ix. Report of Board of Directors/ search option from name/CNIC of the director
 - x. Customized reports to be generated through interactive GUI query form and all the configurable attributes to be included in the query form

k) Commercial Affairs Module

- a. Consolidated and separate license wise and party wise demand notes issued (after incorporating adjustments for under/over billing and showing year wise Demand note).
- b. Consolidated and separate license wise and party wise bank receipt report for any given period after incorporating adjustments for excess payments and dishonored cheques and which shows recovery against current year dues and prior year dues.
- c. Recording of Total Traffic Minutes Report including segregation of Fixed-line and Mobile.
- d. Tariff management (Service wise), and log
- e. APC rate history report
- f. Automatic calculation of LPAF as per procedure/regulations.
- g. Demand Note/Reminders will be generated automatically and send to company's email address
- h. Ability to create and update notes regarding status of dues.
- i. Ability to generate aging report showing principal and LPAF.
- j. License wise chronological Demand note and payment history of parties and receivable status. To generate dynamic, flexible and user-defined reports in the form of lists, graphs, tables, charts, calculations etc.
- k. Generate alerts to issue reminders for deficiencies and any pending dues/fees of the licenses.
- l. Generation of alerts for cases to be initiated for SCN, hearing, determination and license termination.
- m. Ability to trace an amount through cheque number.
- n. Ability to trace a cheque number through amount.
- o. Mapping of the amount received against the demand notes issued.
- p. Daily outstanding dues position (Principal dues outstanding, LPAF etc.)
- q. Sub-judice and Non sub-judice dues
- r. Defaulters list
- s. Flexible reporting

l) Administration Module

- a. Vendor registration (User validation/authentication)
- b. Procurement module
- c. Generation of purchase order and check budget position (except imprest purchases)
- d. Inventory module
- e. TA/DA module
- f. Accommodation module (merit list, repair and maintenance)
- g. Asset module
- h. Transport module
- i. Issuance of payment sanctions
- j. Integration with payable module

m) Economic Affairs Module

- a. Online data sheet to collect data about telecom indicators
- b. Database of economic indicators
- c. Reports generation with flexibility

- d. Database of previous reports and indicators
- e. Automation of data collection process and creation of various reports

n) Government & External Affairs Module

- a. Database of communication made with external offices
- b. Detail of senate committee questions
- c. Outstanding questions and their status
- d. Reports generation with flexibility

o) Government Audit Module

- a. Year wise original audit reports
- b. Year wise status of audit reports
- c. Schedule of DAC and PAC
- d. Reports generation with flexibility

p) Internal Audit Module

- a. Year wise original audit reports
- b. Year wise status of audit reports
- c. Reports generation with flexibility

q) Revenue Assurance Module

- a. Database of recovery petitions filed
- b. Updated status of recovery petitions
- c. Reports generation with flexibility

r) IL&T Module

- a. Training database with ability to generate reports for various defined parameters like number of visits per officer, venues and events etc
- b. Budget position related to training heads

f) Standard Implementation & Development of Customized Modules

1. The scope of activities for the Standard Implementation and Development of Customized Modules, as specified in Annexure A of the agreement is:

1.1 Planning and System Analysis

- (a) Consultant will document (Annexure B) the plan of the project.
- (b) System analysis of the business processes will be undertaken.
- (c) Copies of all relevant documents will be provided by PTA to the developer.
- (d) Consultant will perform analysis of the deliverables mentioned at "e" above. Moreover, Consultant will perform integration points among Customized development modules.

1.2 System Mapping and Design

- (a) Consultant will map current business processes into the FCP in FUTURE PROCESS MODEL (See Annexure B) and this would become the basis for the design of setups in FCP modules.
- (b) Consultant will identify the interfaces among modules and map business requirements to FCP applications function points. Future business requirement document is part of the agreement as Annexure B.

1.3 System Setup

- (a) This involves enabling the system from setup documents compiled during earlier phases and control the business process being implemented in the FCP modules.
- (b) Consultant will enter up to 10-15 records to help the PTA End Users understand the input of records in each module specified in Annexure A.
- (c) Consultant will create responsibilities and users' profiles.

1.4 Application Testing

Consultant will do application testing to check the Business Process flow in the modules and update the project plan to reflect changes and audit the Project Problem Report.

1.5 Conference Room Pilots (CRP)

Consultant will carry out CRP session to present and get acceptance of future FCP offered to client as follows:

Session 1: After necessary system testing based on test data provided by PTA; Consultant will present the solution to PTA key team to have a feel of the application. During this session, users' queries if any will be resolved and necessary input will be taken for making required changes within Standard module framework.

Consultant will incorporate all standard changes identified by users in the system.

Session 2: After making necessary changes in the system and collection of User Acceptance Test Cases; Consultant will conduct second and final acceptance testing session to freeze the solution and proceed with Production System design.

1.6 Seed Data preparation and loading

PTA will provide the basic data for different Modules in required format provided by Consultant (System Consulting Team). Consultant will upload the data.

1.7 Go Live Phase

Consultant will:

- 1.7.1 Upload/migrate the data.
- 1.7.2 Implement a backup, recovery, and fault tolerance strategy.
- 1.7.3 Configure the production system once the freeze point for Software patches and integration tests is determined.
- 1.7.4 Prepare end user training materials.
- 1.7.5 Make sure project Documentation reflects the system as built.
- 1.7.6 Achieve a consensus on the go live decision.

2. Consultant has attached as detailed Project Plan as Annexure E. The plan includes the Planning, System Study for Operational Analysis, development of the final Design and Transition of the modules specified in Annexure A.

3. Post Roll out Acceptance

- 3.1 Following roll out of Customized modules in different phases mentioned in Project Plan (Annexure E), PTA shall operate the FCP for a period of three months during which monthly reports will be produced to confirm the results of their operations through the implemented applications. This will determine whether:
- a. The implementation conforms to the Specifications of **Annexure A** and details available in To Be Process Model for FCP Solution (Annexure B).
- 3.2 PTA shall with Consultant's assistance, during the above phase verify the necessary operational steps against each module as described and determined in documents specified in clause 3.1(a).
- 3.3 The Provisional Acceptance Testing (PAT) will be based on monthly reports. PTA will on completion of PAT will issue Provisional Acceptance Certificate (PAC) to the bidder before going to Final Acceptance. .

3.4 Notice of Acceptance

If the Software satisfies the Provisional Acceptance Test as mentioned in para 3.3, PTA shall operate the FCP for the period of six months during with monthly reports will be produced to confirm the results of their operations through the implemented application. PTA will promptly confirm such satisfaction of the Acceptance Test to Consultant in writing and will issue a Final Acceptance Certificate (FAC) after the said period.

4. System Ownership:

After production / cutover the System ownership will be transferred to PTA. Source code of all modules developed by Consultant will be handed over (with complete technology transfer) and will become property of PTA at the end of 3 years of maintenance and support service agreement. In case of termination of contract or incase of Consultant goes out of business during the time of implementation or support period the source code and database design will be handed over to PTA and will become property of PTA.

g) Timeline of the Project (12 months/ 52 weeks)

Milestone	Time Period
Day of signing the contract	T-day
Planning and System Analysis	T1 =T+ 10 weeks
System Mapping and Design	T2= T1 + 8 weeks
System Setup	T3= T2 + 6 weeks
Application Testing	T4= T3+ 4 week
Conference Room Pilots (CRP)	T5= T4+ 4 weeks
Data Preparing and loading	T6= T5 + 4 week
Go Live Phase	T7= T6+ 4weeks
Post Roll Out Acceptance (PAT/PAC)	T8= T7+12 weeks

h) Terms and Conditions of Payment

Activity	Payment Schedule
First: Upon signing of the Agreement	5% of the contract price to be paid to the vendor upon signing of the Agreement
Second: After Issuance of Provisional Acceptance Certificate (PAC)	20 % of the contract price to be paid to the vendor on issuance of Provisional Acceptance.
Third: After issuance of Final Acceptance Certificate (FAC) by PTA	45% contract price to be paid on Final Deployment and Acceptance of Final Version. The payment will be released subject to satisfactory acceptance by the PTA
Forth: One year support service after FAC	10% of the contract price
Fifth: End of second year support Services	10% on Completion of support services
Final: On the End of Third Year of Support	10 % on Completion of support services

**AGREEMENT FOR DEVELOPMENT AND IMPLEMENTATION
OF
FINANCIAL CONTROL PORTAL**

Between

&

Pakistan Telecommunication Authority

Attachments:

Annexure A: Scope of Work (Ref RFP)

Annexure B: Future Process Model (To be documented by Developer)

Annexure C: Trainings

Annexure D: Payment Plan

Annexure E: Project Plan (To be documented by the Developer)

**AGREEMENT FOR DEVELOPMENT AND IMPLEMENTATION OF
FINANCIAL CONTROL PORTAL**

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

By and between

Pakistan Telecommunication Authority having its Headquarters at F/5, Islamabad (hereinafter referred to as the “Client”) of the One Part

AND

M/s _____ having its principal business office at _____ hereinafter referred to as "Consultant" which shall, where the context so permits mean and include its successors-in-interest and permitted assigns) of the Other Part;

(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 may require).

WHEREAS, the Client desires to acquire the services of Consultant for Development of FINANCIAL CONTROL PORTAL (“the Services”) including three years maintenance and support services, as per terms and conditions of this Contract and Contract Documents attached herewith.

WHEREAS, The Consultant represents that it being engaged in the business of providing the Services, has the requisite expertise and resources to provide top quality Services to the Client in accordance with highest industry standards and satisfaction of the Client and undertakes that the Services shall be provided only through the staff who have the requisite expertise and experience in this regard.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises hereinafter set forth and for other good and valuable consideration the adequacy of which is hereby acknowledged by the parties and the mutual benefits to be derived there from, the representations and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the parties hereto agree as follows:

ARTICLE 1- DEFINITIONS

1.1 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” means the present Agreement signed between the Consultant and the Client with all terms and conditions of the agreement along with all Contract Documents. This Contract and its attached annexure(s) constitute the exhaustive description of obligations of the Parties.

“Agreement price” means the price that has been quoted by the Consultant.

“Agreement documents” includes but is not limited to bid documents, annexure(s), Schedule(s) form of contract, clarifications and responses to the consultant, Technical Proposal & its clarifications, Financial Proposal & its clarifications, Request for Proposal, Terms of Reference, Performance Bond or any instruction or communication regarding the subject matter either through hard copies/forms or in electronic form/means or any amendment hereto.

Accessibility: In human–computer interaction, accessibility refers to the accessibility of a computer system to all people, regardless of disability type or severity of impairment. The term "accessibility" is most often used in reference to specialized hardware or software, or a combination of both, designed to enable use of a computer by a person with a disability or impairment.

Code verification is the process of checking that a software system meets specifications and that it fulfills its intended purpose. It may also be referred as software quality control.

Content management system (CMS) is a computer application that supports the creation and modification of digital content. It is often used to support multiple users working in a collaborative environment.

“Day” means calendar day of the Gregorian calendar.

“Effective date” means the date of Signing of the Contract.

“Force Majeure” means without limitation, Acts of God, Government restrictions, war and hostilities, invasion, act of foreign enemies, rebellion, revolution, riot, industrial disputes, commotion, natural disasters and other similar risks that are beyond the control of Parties.

Modularity is the degree to which a system's components may be separated and recombined. Modularity refers to the extent to which software may be divided into smaller modules.

Software modularity indicates that the numbers of application modules are capable of serving a specified business domain.

“Month” means calendar month of the Gregorian calendar.

“Performance bond” means an irrevocable bank guarantee issued by a scheduled bank in favor of Client and acceptable to Client.

Scalability is the capability of a system to handle and perform under an increased or expanding workload. A system that scales well will be able to maintain or even increase its level of performance or efficiency when tested by larger operational demands.

Security in computer program designed to enhance software security. The defense of computers / Application and database server against any kind of intrusion and unauthorized use of resources.

“Services” means the work, activities or described under the scope of work including deliverables attached as Annex-A to this Agreement.

Specifications" means the specifications for the Product as directed by Client including deliverables, together with any additional specifications or modifications to the specifications that may be agreed to in writing by the parties during the term of this Agreement.

Penetration Testing is practice of **testing** a computer system, network or Web application to find vulnerabilities that an attacker could exploit. . The vendor will mention the tool used for penetration testing in submitted proposal; vendor may also share the name in case of third party verification like VeriSign.

User interface design (UI) is the design of user interfaces for software with the focus on maximizing usability and the user experience.

Methodology is splitting of software development work into distinct phases or stages containing activities with the intent of better planning and management. The methodology includes the pre-definition of specific deliverables and artifacts that are created and completed by a project team to develop or maintain an application.

Integration with existing system. Its need to assess our existing system and data to determine the most effective method(s) to either integrate them with any available software like Internal Communication module or Oracle Financial or convert them to formats that can be imported into Oracle Financial databases.

Migration of Existing data. Migrating all the existing data available in different formats in excel or any other existing database to the new system.

Software license is a legally binding agreement that specifies the terms of use for an application and defines the rights of the software producer and of the end-user. Software must be legally licensed before it may be installed.

Time of Completion” means the time schedule within which Completion and Execution of the Services is desired by Client.

1.2 Interpretation

Except where the context requires otherwise, this Contract 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 any State or agency thereof.
- e. Where any act, matter or thing is required by this Contract to be performed or carried out on a certain day and that day is not a Business Day then that act, matter or thing shall be carried out or performed on the following Business Day; and
- f. 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.

No rule of construction applies to the disadvantages of Client for preparing this Agreement in whole or in part.

ARTICLE 2- SCOPE OF WORK

2.1 Consultant shall design, develop, and implement FINANCIAL CONTROL PORTAL software applications (the "Software") according to the Client functional specifications and related information (the “deliverables”) and maintenance, training for the process of the Modules attached hereto as Annex- A.

ARTICLE 3- TERM

3.1 The Agreement shall be completed within Twelve (12) months as detailed below:

Milestone	Time Period
Day of signing the contract	T-day
Planning and System Analysis	T1 =T+ 10 weeks
System Mapping and Design	T2= T1 + 8 weeks
System Setup	T3= T2 + 6 weeks
Application Testing	T4= T3+ 4 week
Conference Room Pilots (CRP)	T5= T4+ 4 weeks
Data Preparing and loading	T6= T5 + 4 week
Go Live Phase	T7= T6+ 4 weeks
Post Roll Out Acceptance (PAT/PAC)	T8= T7+ 12 weeks

3.2 However, in case of any unavoidable/unforeseen delay (i.e. Force Majeure) incurred either by the Bidder or the client, necessary timeline extension would be agreed mutually between both parties, however it has to be communicated to each other at least 15 days before expiry of the contract.

ARTICLE 4-TRAINING

4.1 Consultant shall provide Client's employees with the initial training services necessary with respect to the use of Software as may reasonably be requested by Client from time to time at no additional cost to the Client. Consultant shall deliver a detailed user's manual for administrators on days and times the parties agree to in writing. All training that Consultant is required to provide hereunder shall be performed at such locations and at such times as are mutually agreed to by the parties hereto. Upon the expiration of the Training Period (if any) and following Client's request, Consultant will provide any support services necessary to insure Client's continued use of the Software.

ARTICLE 5- SUPPORT AND MAINTENANCE

5.1 Consultant will provide support and maintenance services, to the Clients for the period of three (03) years on Client's request from time to time. However, in critical situation, the Consultant will provide immediate support within one hour of the reported complaint(s).

ARTICLE 6- STANDARD IMPLEMENTATION & DEVELOPMENT OF CUSTOMIZED MODULES

6.1 The scope of activities for the Standard Implementation and Development of Customized Modules, as specified in Annexure A and Annexure B for FCP and Annexure C for Customized Solution, is

6.1.1 Planning and System Analysis

- (a) Consultant will document (Annexure B) the plan of the project.
- (b) System analysis of the business processes will be undertaken.
- (c) Copies of all relevant documents will be provided by PTA to the developer
- (d) Consultant will perform analysis of the deliverables mentioned at "Annexure A" of this agreement. Moreover, Consultant will perform integration points among Customized development modules.

6.1.2 System Mapping and Design

- (a) Consultant will map current business processes into the FCP in FUTURE PROCESS MODEL (See Annexure B) and this would become the basis for the design of setups in FCP modules.
- (b) Consultant will identify the interfaces among modules and map business requirements to FCP applications function points. Future business requirement document is part of the agreement as Annexure B.

6.1.3 System Setup

- (a) This involves enabling the system from setup documents compiled during earlier phases and control the business process being implemented in the FCP modules.
- (b) Consultant will enter up to 10-15 records to help the PTA End Users understand the input of records in each module specified in Annexure A.
- (c) Consultant will create responsibilities and users' profiles.

6.1.4 Application Testing

Consultant will do application testing to check the Business Process flow in the modules and update the project plan to reflect changes and audit the Project Problem Report.

6.1.5 Conference Room Pilots (CRP)

Consultant will carry out CRP session to present and get acceptance of future FCP offered to client as follows:

Session 1: After necessary system testing based on test data provided by PTA; Consultant will present the solution to PTA key team to have a feel of the application. During this session, users' queries if any will be resolved and necessary input will be taken for making required changes within Standard module framework.

Consultant will incorporate all standard changes identified by users in the system.

Session 2: After making necessary changes in the system and collection of User Acceptance Test Cases; Consultant will conduct second and final acceptance testing session to freeze the solution and proceed with Production System design.

6.1.6 Seed Data preparation and loading

PTA will provide the basic data for different Modules in required format provided by Consultant (System Consulting Team). Consultant will upload the data.

6.1.7 Go Live Phase

Consultant will:

6.1.7.1 Upload/migrate the data.

6.1.7.2 Implement a backup, recovery, and fault tolerance strategy.

6.1.7.3 Configure the production system once the freeze point for Software patches and integration tests is determined.

6.1.7.4 Prepare end user training materials.

6.1.7.5 Make sure project Documentation reflects the system as built.

6.1.7.6 Achieve a consensus on the go live decision.

6.2. Consultant has attached as detailed Project Plan as Annexure E. The plan includes the Planning, System Study for Operational Analysis, development of the final Design and Transition of the modules specified in Annexure A.

6.3. Post Rollout Acceptance

6.3.1 Following rollout of Customized modules in different phases mentioned in Project Plan (Annexure E), PTA shall, operate the FCP for a period of three months during which monthly reports will be produced to confirm the results of their operations through the implemented applications. This will determine whether:

a. The implementation conforms to the Specifications of **Annexure A** and details available in To Be Process Model for FCP Solution (Annexure B).

6.3.2 PTA shall with Consultant 's assistance, during the above parallel run phase verify the necessary operational steps against each module as described and determined in documents specified in clause 6.3.1(a).

6.3.3 The Provisional Acceptance Testing (PAT) will be based on monthly reports. PTA will on completion of PAT will issue Provisional Acceptance Certificate (PAC) to the bidder before going to Final Acceptance.

6.3.4 Notice of Acceptance

If the Software satisfies the Provisional Acceptance Test as mentioned in para 6.3.3, PTA shall operate the FCP for the period of six months during which monthly reports will be

produced to confirm the results of their operations through the implemented application. PTA will promptly confirm such satisfaction of the Acceptance Tests to Consultant in writing and will issue a Final Acceptance Certificate (FAC) after the said period.

6.4. System Ownership:

After production / cutover the System ownership will be transferred to PTA. Source code of customized modules developed by Consultant will be handed over (with complete technology transfer) and will become property of PTA at the end of 3 years of maintenance and support service agreement. In case of termination of contract or in case of Consultant goes out of business during the time of implementation or support period the source code and database design will be handed over to PTA and will become property of PTA.

ARTICLE 7- PAYMENT

7.1 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.

7.2 Schedule of Payment The schedule of payment is specified below. Module wise payment.

Activity	Payment Schedule
First: Upon signing of the Agreement	5% of the contract price to be paid to the vendor upon signing of the Agreement
Second: After Issuance of Provisional Acceptance Certificate (PAC)	20 % of the contract price to be paid to the vendor on issuance of Provisional Acceptance.
Third: After issuance of Final Acceptance Certificate (FAC) by PTA	45% contract price to be paid on Final Deployment and Acceptance of Final Version. The payment will be released subject to satisfactory acceptance by the PTA
Forth: One year support service after FAC	10% of the contract price
Fifth : End of second year support Services	10% on Completion of support services
Final: On the End of Third Year of Support	10 % on Completion of support services

7.3 Performance Bank Guarantee

The Consultant shall submit a Performance Bond in shape of Bank Guarantee (BG) in the prescribed format for an amount equal to 10 % percent of the total contract price in Pak Rupees before signing the contract for carrying out the assignment. On satisfactory completion of contract i.e. after final payment, this BG shall be released. The Standard Performa of BG can be used.

7.4 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 clause 7.2 will be subject to issuance of acceptance/clearance certificate by the client.

ARTICLE 8- UNDERTAKING

8.1 The Successful Consultant shall submit an undertaking duly notarized within three (3) days of the effective date of this Agreement, assuring that in the event of failure to comply with TOR and failure to produce quality work at any time of the contract period, 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.

ARTICLE 9- PROJECT ADMINISTRATION

9.1 Coordinator: The client designates Project Manager (FCP) 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.

9.2 The Consultant shall promptly replace any of the employees working on the project if deemed unsatisfactory by the client.

9.3 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.

ARTICLE 10- CONFIDENTIALITY OF CLIENT INFORMATION

10.1 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.

10.2 Consultant shall ensure that no application/ system shall be affected during the audit due to usage of penetration tools

10.3 Both parties shall sign Non-Disclosure Agreement (NDA) to ensure security.

ARTICLE 11- OWNERSHIP OF MATERIAL

11.1 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 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's,

components, will be provided by the Consultant at the end of 3 years of maintenance and support service agreement.

ARTICLE 12- PROHIBITED ACTIVITIES

12.1 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.

ARTICLE 13- ASSIGNMENT

13.1 The Consultant shall not assign this agreement or any portion of it without the client's prior written consent. PTA FINANCIAL CONTROL PORTAL is exclusive right of PTA and shall not be used for any other client.

ARTICLE 14- LAW GOVERNING THE AGREEMENT AND LANGUAGE

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

ARTICLE 15- DISPUTE RESOLUTION

15.1 Any dispute arising out of the agreement between the parties shall be referred to the Client and shall be settled amicably. In case of failure to settle the dispute, it may be referred to agreed arbitrator mutually agreed by both the parties for arbitration in accordance with the applicable law for the time being in force.

ARTICLE 16-PENALTY CLAUSES

16.1 If the Consultant fails to provide the deliverables under the Agreement within the time specified in the agreement, except Force Majeure, the Consultant will be subject to the following obligation:

If the project is not completed within the stipulated time, the Consultant shall be liable to fine @ Rs. 25,000/- per day, as penalty for the breach. The maximum fine will not exceed 20% of the cost of project. If project is delayed any further, PTA will have the right to terminate the contract.

ARTICLE 17- TERMINATION OF AGREEMENT:

- 17.1 Subject to Force Majeure, failure of the Consultant to complete the project within 12 months, beyond the time of completion of project shall be deemed a total failure 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. Further, earnest money deposited by the Bidder shall also be forfeited in favor of Client and fine @ 25,000 per day shall be charged as penalty till the date of termination of agreement. The maximum fine will not exceed 20% of the cost of project. If project is delayed any further, PTA will have the right to terminate the contract.
- 17.2 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.

ARTICLE 18- FORCE MAJEURE

- 18.1 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 provided that the Consultant provides a 14 days' notice to the PTA after occurrence of such event.
- 18.2 In case of non-commissioning of FCP within time frame given in work order due to default of the Consultant, the earnest money shall be forfeited in favor of Pakistan Telecommunication Authority.

ARTICLE 19- PROHIBITED ACTIVITIES

- 19.1 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.

ARTICLE 20- DOCUMENTS

20.1 The following documents form an integral part of Agreement and constitute the full understanding, rights and obligation of Parties. The contravention of any of the provision of any document shall be deemed and construed as violation of this Agreement.

- i. The Agreement
- ii. Its attached annexure and appendixes,
- iii. Request for Proposal
- iv. Performance Bond

ARTICLE 21- CONFLICT OF INTEREST

21.1 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.

FOR THE CLIENT

Signed by _____

Official seal

Witness 1

FOR THE CONSULTANT

Signed by _____

Official seal

Witness 2

ANNEX-A**SCOPE OF WORK**

In the light of objectives defined above, a comprehensive database management solution of international quality is required to be developed. The Vendor will provide complete turn-key solution in English Language for the PTA.

Vendor will be expected to provide comprehensive FINANCIAL CONTROL PORTAL to address the work specifications outlined in this RFP. The requirements listed below may not be all inclusive of the work needed to accomplish the respective tasks. It is expected that the vendors will have sufficient qualifications and experience to provide complete services without having each individual task identified herein. The work involved under the terms of the contract with the successful Bidder shall be full and complete execution of FINANCIAL CONTROL PORTAL including the items as mentioned in deliverables at "b" and as described further throughout the RFP.

a) Requirements Outline**i. Admin Side**

- a. 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 and Data Reporting.
- b. Log of the Admin(s) who adds or modifies data will be maintained.
- c. Admin(s) of each division will define the formulae for calculation of Principal/LPAF/penalties as per regulations in place etc.
- d. Administrator of concerned division would be able to generate Demand Note, reminder, reports, and other tasks.

ii. User Side

- a. Users of the system are employees of divisions, who are not admin. These users will be given with access for entry of the record having provision of attaching a Word/Excel/PDF document; however, all updates will be done by authorized officers of division.
- b. User will be able to issue demand notes, reminders, generate reports and record book payment in the system when received.
- c. Flexible reporting in the form of Tables, graphs and charts to be made available which will also be downloadable in Word/Excel/PDF.

iii. Consumer Side

- a. Consumers would be able to file their application for new resource, track their application and enter data in PTA database.
- b. Consumers would be able to enter data in PTA database.
- c. System should provide user-friendly interface for working and saving data, however data once submitted to PTA may not be edited unless desired by Administrator.

- d. Data consistency and error checks shall be put into place to monitor the data entered. Data other than the defined template will not be accepted. Any discrepancy, unusual trend shall be reported to Admin(s) immediately.

iv. Data migration

- a. System should provide interfaces to migrate the legacy data which is present in excel format or any other indigenous system.
- b. System should also provide interfaces for administrator for correction of migrated data.
- c. Option to export reports of FCP to PTA Internal Communication (IC) Portal.

v. Features

- a. System should be integrated with other system especially internal communication module for real-time transferring the data in desired format.
- b. System should be implemented on Secure Socket Link (SSL) and only authenticated users will be allowed to access the system as per their defined rights and privileges.

vi. License

Licenses required (e.g. Application/Database Servers) for proposed solution will be communicated by the Bidder according to design/ architecture of Solution Product. Licenses should be decided / communicated after having consultation with technical team of PTA. Proposed Licenses should be quoted in the financial bid as a cost.

b) Deliverables

The Vendor is required to submit following deliverables:

- i. Detailed specification document, database design document, project plan and complete solution with the source files.
- ii. Database Solution: Software along with source code of the database solution complete in all aspects as required by PTA.
- iii. To migrate the historic data, currently available in MS Excel format or from existing databases.
- iv. The software solution must be highly secure and resilient to any hack attempts and virus attacks.
- v. To analyze the stored data for unusual trends, accuracy, consistency and to point out the same, if any.
- vi. To develop a user friendly interface for data entry, analysis and retrieval of reports from the software solution.
- vii. Highly user friendly search mechanism will be developed for easy access to information.
- viii. All the modules will be providing multiple Access controls for different users and Divisions of the Authority.

- ix. Any other module, requirement, functionalities and enhancements can be added at any stage during development phase before final acceptance of the project.
- x. The FCP should keep year /month wise record of the rates used for the purpose of calculating dues.
- xi. Auto uploading of Demand note on to the portal file (electronic document management system) Customized reports to be generated through interactive GUI query form and all the configurable attributes to be included in the query form
- xii. Web based License Application Portal: A comprehensive portal to apply online for licensing and numbering recourses.
- xiii. 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.
- xiv. Training of PTA Officers/officials and User Manual for Administrators will be provided.
- xv. Vendor will ensure complete transfer of technology to PTA at the end of 3 years of maintenance and support service agreement. Vendor will be providing technical training of 2 PTA officers (from authorized institutes if applicable) who will work for future enhancements and routine operations.
- xvi. Vendor will provide three (3) years maintenance and support services and in critical situation after sign of Final Acceptance, the Developer will provide immediate support within one hour of the reported complaint(s).
- xvii. Detail of security standards and user access policies to be provided.
- xviii. Detail of the Technology Platform to be used and related certificates and licenses etc.
- xix. There should be following main modules of the Financial Control Portal.

a) General Ledger Module

- a. Vouchers recording: Step wise entry, verification, approval and posting
- b. General ledgers
- c. Subsidiary ledgers
- d. Trial Balance
- e. Balance sheet, profit and loss account, cash flow statement and notes to the accounts
- f. Integration of accounts with receivable, payable, payroll and fixed assets module

b) Budget Module

- a. Budget template for input from budget holders
- b. Budget preparation process
- c. Budget finalization process
- d. Budget communication to budget holders and other stakeholders
- e. Budget monitoring and variance analysis
- f. Budget re-appropriation and revision process

c) Licensing Division

- a. Application for new licenses should be online (User validation/authentication)
- b. Status of application of new licensee

- c. Each licensee should be given unique identification number
- d. Database of licensee profile (name, license number(s), license region(s), details of license(s), type of license(s), term of license(s), license issuance date(s), license expiry date, license commencement due date, license commencement status, license status, If license status is terminated then termination date to be inserted and details of scarce resources assigned. Licensee details: postal address, phone numbers, email, licensee/ applicant contact person details: name, designation. CNIC, postal address, phone numbers, email, directors details: names, designations, CNICs, postal addresses, phone numbers, emails, directors and track of changes in particulars of licensees, network details, equipment details) of following licensees:-
 - i. Cellular companies
 - ii. Long distance & international (LDI)
 - iii. Wireless local loop (WLL)
 - iv. Local loop (LL)
 - v. Class value added services registration
 - vi. Class value added services (CVAS)-Voice (with various categories)
 - vii. Class value added services (CVAS)-Data (with various categories)
 - viii. Old value added services
 - ix. Radio based spectrum (RBS)
 - x. Telecom infrastructure provider (TIP)
 - xi. Telecom tower provider (TTP)
 - xii. Third party service provider (TPSP)
- e. Automation of following processes:-
 - i. Licensee management process (for existing and new licensees)
 - ii. License issuing process
 - iii. License renewal process
 - iv. License cancellation process
 - v. BTS site registration and management process
 - vi. Issuance of commencement certificate process
 - vii. Standardization of contract agreements (license template)
 - viii. Service coverage details
 - ix. Demand note/letters/reminders generation and send to company's email address
 - x. Rollout plan
 - xi. Rollout plan monitoring
- f. Alerts: License Expiry, commencement/roll out, etc
- g. Generation of License on a prescribed License Format
- h. Generation of reports of all Licensees with following details
 - i. Type Wise
 - ii. Region Wise
 - iii. Service Wise
 - iv. Issuance Date Wise
 - v. Operational status of licenses
 - vi. List of All Valid Licenses
 - vii. List of All Expired Licenses
 - viii. List of All Terminated Licenses
 - ix. List of All Commenced Licenses
 - x. List of All Non-Commenced Licenses
 - xi. List of All Directors of All/ Selective Licensees
 - xii. List of Licensees for Pak & AJK/GB

Note: These all reporting shall have the option of selective Dates, e.g. List of All Expired Licenses from 01-10-2000 to 31-12-2000.

d) Receivable Module

- a. Database of licensee (use database of licensing Division)
- b. Reminder for provision of Annual Audited Accounts (AAA) after completion of financial year of licensee
- c. Notification if the AAA are not received by the due date
- d. Series of reminders for AAA
- e. Letter for meeting with licensee if AAA are not received
- f. Data entry of AAA
- g. Types of revenues:-
 - i. Initial license fee (ILF)
 - ii. Annual license fee (ALF)
 - iii. Research & development fund (R&D)
 - iv. Universal service fund (USF)
 - v. Spectrum administrative fee (SAF)
 - vi. Radio based spectrum (RBS)
 - vii. Numbering charges
- h. Generation of pre-numbered demand note on the basis of AAA
- i. Step-wise verification and approval of demand note
- j. Covering letter for issuance of demand note
- k. Booking of demand note as receivable and income from the service
- l. Ability to trace an amount through cheque number
- m. Ability to trace a cheque number through amount.
- n. Mapping of the amount received against the demand notes issued.
- o. Automatic calculation of LPAF as per procedure/regulations.
- p. Imposition of penalty and LPAF automatically after due date
- q. Notification if payment is not received by the due date
- r. Series of reminders for payment of demand note
- s. Letter for meeting with licensee if payment is not made
- t. Service wise summaries of receivables and income
- u. License wise, Company wise, head wise summaries of receivables (principal and LPAF), sub-judice and non-subjudice, aging report (principal & LPAF), segregation of Pak, MoIT& AJKGB dues, RP's filed and income
- v. License wise, year wise and party wise report of Annual Gross Revenue and details of deductions allowed in the demand notes.
- w. Database of recovery petitions filed
- x. Updated status of recovery petitions
- y. Defaulters list
- z. Integration with GL

e) Payable Module

- a. Payments on the basis of administration sanctions
- b. Vouchers recording: Step wise entry, verification, approval and posting
- c. Budgetary control on payments
- d. Subsidiary/party wise record of all payments
- e. Deduction of tax from payments
- f. Party wise record of tax deduction
- g. Integration with GL

f) Fixed Assets Module

- a. Costing of asset
- b. Date of purchase
- c. Useful life
- d. Depreciation method
- e. User detail including location
- f. Coding of asset
- g. Asset transfer/disposal
- h. Recording of major repairs and maintenance of fixed assets
- i. Physical Verification of assets
- j. Book value at year end
- k. Integration with GL

g) Payroll Module

- a. Payroll calculation based on HR record
- b. Payment of salaries on the basis of payroll
- c. Automated tax management of employees
- d. Automatic generation of tax certificate of employees and suppliers
- e. Record of employees' advances
- f. Deductions of advances from salary
- g. Cash reward/ bonus payment
- h. System for provident fund, deductions, contribution, profits and payments
- i. System for gratuity management
- j. System for pension management
- k. Bank reconciliations
- l. Integration of payroll with GL

h) Human Resource Module

- a. Database of employees (payroll breakup employees wise)
- b. Job description of each employee, division and directorate
- c. Leave tracking system
- d. Electronic employee performance appraisal reports
- e. Online recruitment system
- f. Record of routine employee benefits (advances policies, merit list)
- g. Record of end of service benefits
- h. Record of transfer postings
- i. Employee belongings (clearance form)
- j. Record of exit interviews
- k. Integration with payroll module

i) Numbering Module

- a. Application for new allocation should be online (User validation/authentication)
- b. Status of application of new allocation
- c. Each party should be given unique identification number
- d. Numbering database of numbers i.e. Geographic/non geographic number details, PSTN, WLL, Mobile, UAN, UIN, Short codes, PRS etc.
- e. Record of all type of available, reserved and blocked numbers

- f. Database of licensee /non licensee profile including resources allocated, Demand Notes details and payments
- g. Consolidated and separate license wise and party wise Demand Notes issued (after incorporating adjustments for under/over billing and showing year wise Demand note)
- h. Consolidated and separate license wise and party wise bank receipt report for any given period after incorporating adjustments for excess payments and dishonored cheques and which shows recovery against current year dues and prior year dues.
- i. Demand Note/Reminders will be sent to company's email address.
- j. Ability to create and update comments regarding status of dues.
- k. Ability to generate aging report showing principal and LPAF/Penalty.
- l. License wise chronological Demand Note and payment history of parties and receivable status. To generate dynamic, flexible and user-defined reports in the form of lists, graphs, tables, charts, calculations etc.
- m. Generate alerts to issue reminders for deficiencies and any pending dues/fees of the licenses.
- n. Generation of alerts for cases to be initiated for SCN, hearing, determination, withdrawal of number resource and license termination.
- o. Ability to trace an amount through cheque number
- p. Ability to trace a cheque number through amount.
- q. Mapping of the amount received against the demand notes issued.
- r. Automatic calculation of LPAF/penalty as per procedure/regulations.
- s. Integration with receivable module
- t. Automation of following processes:-
 - i. Registration process
 - ii. Geographic / non-geographic Numbers issuing process
 - iii. Geographic / non-geographic Numbers cancellation process
- u. Generation of following reports:-
 - i. Payment acknowledgement
 - ii. Defaulters list
 - iii. Cancellation Letter
 - iv. Total No of licensees / non-licensees organization (year wise/ category wise)
 - v. List of licensees/ non-licensees
 - vi. Renewal status
 - vii. Specified time duration reports (issuance, renewal & cancellation)

j) Radio Based Spectrum (RBS) Module

- a. Application for new licensee should be online (User validation/authentication)
- b. Status of application of new license (both for PTA and applicant).
- c. Each party should be given unique identification number.
- d. Consolidated and separate license wise and party wise demand notes issued (after incorporating adjustments for under/over billing and showing year wise Demand note).
- e. Consolidated and separate license wise and party wise bank receipt report for any given period after incorporating adjustments for excess payments and dishonored cheques and which shows recovery against current year dues and prior year dues.
- f. Demand Note/Reminders will be send to company's email address.
- g. Ability to create and update notes regarding status of dues.

- h. License wise chronological Demand note and payment history of parties and receivable status. To generate dynamic, flexible and user-defined reports in the form of lists, graphs, tables, charts, calculations etc.
- i. Generate alerts to issue reminders for deficiencies and any pending dues/fees of the licenses.
- j. Generation of alerts for cases to be initiated for SCN, hearing, determination and license termination.
- k. Ability to trace an amount through cheque number
- l. Ability to trace a cheque number through amount.
- m. Mapping of the amount received against the demand notes issued.
- n. Automatic calculation of LPAF as per procedure/regulations.
- o. Database of licensee profile including frequency details, bandwidth, timeliness, BTS/MW links charges, network details, equipment details, demand notes details and payments
- p. Integration with receivable module
- q. Automation of following processes:-
 - i. License issuing process
 - ii. Standardization of license/approval
 - iii. Coordination with FAB, MoI and FIA
 - iv. License renewal process
 - v. License cancellation process
- r. Generation of following reports:-
 - i. Payment acknowledgement
 - ii. Defaulters list
 - iii. Cancellation Letter
 - iv. Total Nos. of licensee organization (year wise/ category wise)
 - v. List of licensee in the order of frequencies
 - vi. Renewal status
 - vii. Specified time duration reports (issuance, renewal & cancellation)
 - viii. Spectrum allocated/ withdrawal of spectrum
 - ix. Report of Board of Directors/ search option from name/CNIC of the director
 - x. Customized reports to be generated through interactive GUI query form and all the configurable attributes to be included in the query form

k) Commercial Affairs Module

- a. Consolidated and separate license wise and party wise demand notes issued (after incorporating adjustments for under/over billing and showing year wise Demand note).
- b. Consolidated and separate license wise and party wise bank receipt report for any given period after incorporating adjustments for excess payments and dishonored cheques and which shows recovery against current year dues and prior year dues.
- c. Recording of Total Traffic Minutes Report including segregation of Fixed-line and Mobile.
- d. Tariff management (Service wise), and log
- e. APC rate history report
- f. Automatic calculation of LPAF as per procedure/regulations.
- g. Demand Note/Reminders will be generated automatically and send to company's email address
- h. Ability to create and update notes regarding status of dues.
- i. Ability to generate aging report showing principal and LPAF.

- j. License wise chronological Demand note and payment history of parties and receivable status. To generate dynamic, flexible and user-defined reports in the form of lists, graphs, tables, charts, calculations etc.
- k. Generate alerts to issue reminders for deficiencies and any pending dues/fees of the licenses.
- l. Generation of alerts for cases to be initiated for SCN, hearing, determination and license termination.
- m. Ability to trace an amount through cheque number.
- n. Ability to trace a cheque number through amount.
- o. Mapping of the amount received against the demand notes issued.
- p. Daily outstanding dues position (Principal dues outstanding, LPAF etc.)
- q. Sub-judice and Non sub-judice dues
- r. Defaulters list
- s. Flexible reporting

l) Administration Module

- a. Vendor registration (User validation/authentication)
- b. Procurement module
- c. Generation of purchase order and check budget position (except imprest purchases)
- d. Inventory module
- e. TA/DA module
- f. Accommodation module (merit list, repair and maintenance)
- g. Asset module
- h. Transport module
- i. Issuance of payment sanctions
- j. Integration with payable module

m) Economic Affairs Module

Telecom/ICT Indicators Database

- i. Details of Licenses and Licensees
- ii. Province-wise and National - Telecom/ICT Indicators (Monthly, Quarterly)
- iii. Province-wise and National - Economic Indicators
- iv. Development of Reports (Monthly, Quarterly and Yearly) by province and National

To generate dynamic, flexible and user-defined reports in the form of lists, graphs, tables, charts, calculations etc.

- v. Migration of Historic Data
- vi. Automation of Data collection through web from licensees.
- vii. Automation for Generation of alerts/reminders to licensees for provision of data – Monthly and Quarterly

n) Government & External Affairs Module

- a. Database of communication made with external offices

- b. Detail of senate committee questions
- c. Outstanding questions and their status
- d. Reports generation with flexibility

o) Government Audit Module

1. Audit Program
2. Requisition of Auditable
3. Supply of information/record
4. Observation Memo (OMs)
5. Replies of Observation Memos
6. Audit Inspection Report (AIR)
7. Replies of AIR
8. Advance Paras (APs)
9. Replies of Advance Paras
10. Draft Paras
11. Replies of Draft Paras
12. Departmental Accounts Committee (DAC) meetings
13. Compliance of DAC Directives
14. Year Wise Audit Reports of AGP
15. Replies of Audit Paras
16. Special Audit Report of AGP
17. Replies of Paras of Special Audit Report
18. Public Accounts Committee (PAC) meetings
19. Compliance of PAC Directives
20. Memorandum for Departmental Accounts Committee (MFDAC)
21. Replies of MFDAC Paras
22. Reports generation with Flexibility and historical record of Working Papers
23. Editable mode to concerned Division/Directorate to update status/remarks
24. Follow up meeting with the concerned authorities

p) Internal Audit Module

1. Approval of Annual Internal Audit Plan
2. Requisition of Auditable Record from the Concerned Division/ Directorate
3. Conduct of Audit
4. Communication of Audit Findings to Concerned Division/ Directorate for Departmental Replies thereof
5. Preparation of Internal Audit Report based on the analysis of the departmental replies
6. Submission of Report to the Chairman

q) Revenue Assurance Module

- a. Database of recovery petitions filed
- b. Updated status of recovery petitions
- c. Reports generation with flexibility

r) IL&T Module

- a. Training database with ability to generate reports for various defined parameters like number of visits per officer, venues and events etc
- b. Budget position related to training heads

ANNEX-II**NON DISCLOSURE AGREEMENT FOR FINANCIAL CONTROL PORTAL OF PTA**

This MUTUAL NON-DISCLOSURE AGREEMENT is made as of the ____ day of ____ 2018, between **PAKISTAN TELECOMMUNICATION AUTHORITY** (hereinafter referred to as “Client”)

AND

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

FOR

The purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (“**Confidential Information**”).

1. Definition of Confidential Information. For purposes of this Agreement, “Confidential Information” shall include all information or material utilized by the Consultant.

2. Obligations of Receiving Party. Consultant (receiving party) shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Customer (disclosing party). Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required. Receiving Party shall not, without prior written approval of Disclosing Party, publish, copy, or otherwise disclose to others, or permit the use by others, any Confidential Information. Receiving Party shall return to Disclosing Party any and all information, records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

3. Confidentiality of Client Information

- 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.

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

Witness 1 _____

SIGNED on Behalf of Consultant

Official Seal

Witness 2 _____

ANNEX-III**TECHNICAL EVALUATION CRITERIA**

Part A) Mandatory Requirement *		
1	Service provider has to produce tax details (GST and NTN certificate, Active Tax payer list)	
2	Registrations Certificates (e.g. SECP/ Registrar of firms)	
3	Minimum five years of relevant experience (i.e. Successful implementation of similar nature software and also refer Part B (2) below)	
4	Presence at Islamabad/ Rawalpindi	
5	Provision of information as per Annexure III, IV, V, VI and VII	
6	Certificate, regarding attachment of earnest money with financial proposal, shall be submitted with Technical proposal. Amount of earnest money shall NOT be mentioned in the certificate.	
7	An affidavit on judicial paper minimum of Rs. 100 that consultant is neither blacklisted nor involved in any illegal activity	
Part B) Technical Capabilities of Bidder		
Sr.#	Attributes	Max. Score
1	Team Expertise and details as per Annex-VII (Minimum five years of software development experience and having graduation/master degree in IT/Computer Sciences) 3 marks / person	15
2	Details of five (5) projects completed of similar nature software (as per Annex-V) (documentary proof be provided i.e. copy of work order / agreements and client references etc.) 8 marks / project	40
Part C) Functional Evaluation (described on next page)		
a.	Modularity& Scalability	5
b.	Security, Penetration Testing & Code Verification	5
c.	User Interface Design	5
d.	Methodology	5
e.	Integration with existing system	5
f.	CMS: Content Management System	5
g.	Migration of existing data	5
h.	Accessibility	5
i.	Licensing model/ approach.(vendor proposed for licensing of software to PTA	5
Total		100
Minimum technical qualifying marks are 70%		

Modularity is the degree to which a system's components may be separated and recombined. Modularity refers to the extent to which software may be divided into smaller modules. Software modularity indicates that the numbers of application modules are capable of serving a specified business domain.

Scalability is the capability of a system to handle a growing amount of work, or its potential to be enlarged to accommodate that growth.

Security in computer program designed to enhance software **security**. The defense of computers against intrusion and unauthorized use of resources is **security**.

Penetration essentially provides all the security tools as a software package. The vendor will mention the tool used for penetration testing in submitted proposal; vendor may also share the name in case of third party verification like VeriSign.

Code verification is the process of checking that a software system meets specifications and that it fulfills its intended purpose.

User interface design (UI) is the design of user interfaces for software with the focus on maximizing usability and the user experience.

Methodology is splitting of software development work into distinct phases or stages containing activities with the intent of better planning and management. The methodology includes the pre-definition of specific deliverables and artifacts that are created and completed by a project team to develop or maintain an application.

Integration with existing system. Its need to assess our existing system and data to determine the most effective method(s) to either integrate them with any available software like Internal Communication module or Oracle Financial or convert them to formats that can be imported into Oracle Financial databases.

Content management system (CMS) is a computer application that supports the creation and modification of digital content. It is often used to support multiple users working in a collaborative environment.

Migration of Existing data. Migrating all the existing data available in different formats in excel or any other existing database to the new system.

Accessibility: In human-computer interaction, accessibility refers to the accessibility of a computer system to all people, regardless of disability type or severity of impairment. The term "accessibility" is most often used in reference to specialized hardware or software, or a combination of both, designed to enable use of a computer by a person with a disability or impairment.

Software license is a legally binding agreement that specifies the terms of use for an application and defines the rights of the software producer and of the end-user. Software must be legally licensed before it may be installed.

ANNEXURE IV**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 Rs. _____ (in figures), _____ (in words) for development services of **FINANCIAL CONTROL PORTAL**, published at PTA and PPRA websites and/or in the daily _____ dated _____.

The detail of Financials is mentioned in below.

Sr. #	Item	Qty	Unit Price (PKR)	Total Price (PKR)
1.	Proprietary Software/custom software solution developed for PTA including Licensing of Third Party Software (if applicable) and Hardware including servers, storage and power.	1		
2.	Maintenance & Support Services	3 years		
	Grand Total			

Bid amount shall be inclusive of all applicable taxes.

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.

ANNEXURE V**DETAIL OF SIMILAR NATURE PROJECTS**

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 and Development

Supporting documentary evidences e.g.; agreement, certificates etc. must be attached.

ANNEXURE VI**BIDDER INFORMATION**

- a. Name of firm/company:- _____
- b. Date of Establishment of Business:- _____
- c. Address:- _____
- d. Telephone No:- _____ Fax No. _____
- e. Email:- _____

S. #	Description	Detail
1	Owner Name & Organizational Structure	
2	Addresses of Offices in Pakistan/ abroad	
3	Total No. of employees	
4	Audited Annual Accounts	
5	Yearly business turnover	
6	Other business of the company	
7	Nature of registration (sole proprietor, partnership, Pvt. Ltd., Ltd. Co.)	
8	No. of litigation cases	

ANNEXURE VII**PERSONNEL SUMMARY**

Name of employee

Position		
General Information	1. Name	2. Date of Birth
	3. Professional Qualification	
	4. Telephone	
	5. Fax	
	6. Email	
	7. 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 Technical Experience
From	To	