

REQUEST FOR PROPOSALS
RFP # PTA/Consult/Broadband Subscriber's Survey/2009

Title of Consulting Services:

Engagement of Consultancy firm to carry out
Broadband Subscriber's Survey

Agreement Document/Instructions to Bidders

TOR (as annexed at A)

General Instructions:

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

FINANCIAL PROPOSAL

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

Bid format

(TOP MOST SHEET FOR FINACIAL PROPOSALS)

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

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

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

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

On behalf of

Proposal Evaluation Criteria

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

i) The profile of the company shall be checked for the following:

a) Whether the consultant has undertaken any such project before?

b) Whether the consultant has desired/requisite technical expertise

c) The consultant must possess at least 5 years of working experience in the relevant discipline.

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

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

**Engagement of Consultancy Firm to carry out
Broadband Subscribers Survey**

Terms of Reference

1. Introduction

The Pakistan Telecommunication Authority (PTA) is seeking a consultancy firm to carry out a comprehensive survey to estimate the exact number of broadband end-users in the country.

2. Background:

- a. Telecom operators have been offering broadband services in Pakistan since early 2000. Almost all popular broadband technologies are now available to the consumer in Pakistan. Major emphasize of broadband operators has been to cover large cities of the country. Various figures are quoted by concerned authorities regarding the estimated broadband subscribers in Pakistan. This sometime leads to an uncertain situation while forecasting the national broadband usage and related statistics.
- b. Various figures have been submitted to PTA as Broadband subscribers, but these figures are limited to the number of actual connections. However, generally a broadband connection is often used by up to 20 users per connection; therefore, these broadband connection figures have only limited relevance. PTA has decided to carry out a specific survey to estimate exact figures of broadband end-users in Pakistan.

3. Objectives

- a. The aim of engaging the services of a consultancy firm is to come up with a current multiplier factor that can be used and applied to the number of connections in Pakistan to derive an exact number of people who have access to broadband internet and are regular users of this service.
- b. The required "multiplying-factors" would be desirable for:
 - i. Fixed-line broadband services such as ADSL, HFC (Cable-Net), FTTx etc.
 - ii. Wireless broadband service-users such as WiMAX, EVDO, Satellite etc.

4. **Scope of Work**

- a. In the light of the above objectives, a broad survey will be needed to be carried out in the cross section of users as well as varieties of different geographic locations. The survey would cover all types of broadband services including:
- Asymmetric Digital Subscriber Line (ADSL)
 - Cable Broadband (HFC)
 - FTTx Broadband
 - WiMAX Broadband
 - EVDO Broadband
 - Satellite Broadband
- b. Primary source of collecting information would be via detail survey forms, these forms could be distributed and filled-in by the consultant by means of Internet, telephone or face-to-face interaction with survey respondent.
- c. The survey form should be divided into different sections so that it is easy for making reports. The survey form must have following sections but not restricted to;
- Respondent Information
 - Brief introduction/definition of Broadband
 - Instructions for answering the form
 - Type of Connection (Home, Corporate etc.)
 - Network Infrastructure/Technology
 - Bandwidth or Speed
 - Type of Broadband service
 - No. of Users using the connection
 - Service Provider Name
 - Time period at which the Broadband services are used
 - Privacy & Confidentiality section

The format of the survey form can have more options to achieve the targets efficiently and accurately.

- d. The data sampling is key to calculate the total number of users for broadband. The survey-company should provide data sampling process and techniques in detail. It is

envisioned that at least 2000 respondents of various types of broadband service and service-providers will be contacted for this survey.

5. Deliverables

- a. The consultancy firm is required to carry out a detail broadband subscribers survey based on different broadband technologies and geographical locations.
- b. The consultant should follow an accurate data collection, sampling and compilation technique(s).

6. Timeline for the Consultancy

Delivery	Time Period
Day of signing the contract	t-day
Submission of 1st draft report by the Consultant.	t+45 working days
Comments and Feedback by PTA.	t+55 working days
Submission of 2 nd draft report.	t+70 working days
Comments and Feedback by PTA.	t+80 working days
Submission of final report by consultant.	t+90 working days

7. Payment Details

- i. 25% on acceptance of first draft report.
- ii. 25% on acceptance of second draft report.
- iii. 50% on acceptance of final draft report.

Agreement

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

AND

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

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

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

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

2. Term

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

3. Payment

A) Ceiling

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

B) Schedule of Payment

The schedule of payment is specified below.

Activity	Payment Schedule
Acceptance of First Draft Report	25% of the professional charges amounting to Rs. _____
Acceptance of Second Draft Report	25% of the professional charges amounting to Rs. _____
Acceptance of Final Draft Report	50% of the professional charges amounting to Rs. _____

C) Payment Conditions

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

4. Undertaking

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

5. Project Administration

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

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

6. Performance Standards

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

7. Confidentiality

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

8. Ownership of Material

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

9. Prohibited activities

The Consultant agrees that, during the term of this agreement and after its termination, the Consultant and any entity affiliated with the Consultant shall not provide any information which he may have obtained as a result of the project as the same may be harmful to the Client. In case of disclosure of any sensitive information, the party involved will be liable to pay damages to the Client or the Client reserves the right to take legal action as per applicable Laws of the country, as the case may be, and the said Consultant shall be disqualified for any consultancy/agreement/contract in future.

10. Insurance

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

11. Assignment

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

12. Definitions and interpretations

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

13. Law governing the agreement and Language

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

14. Dispute Resolution

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

15. Obligatory Clauses

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

- a. That no extra payment will be made to the Consultant.
- b. If the project is not executed within the stipulated time for each day delayed, the Consultant shall be liable to pay Rs. **1000** per day to the Client for the breach.
- c. Failure of the consultant to complete the project within 15 (fifteen) working days (**Excluding public holidays**) of the time of completion of report shall be deemed a total failure of consideration on the part of the consultant and the Client may terminate the

agreement without any liability or responsibility, provided, however, the Consultant will return any or all amounts paid by the Client up to date of termination without any deduction or set-off. Notwithstanding time being the essence of the agreement and without prejudice to clause (b) above, the Client may accept, in its sole discretion, any reports delivered at any time by the consultant within the period of one month from the time specified or the delivery of each report and the Client shall not be required to give any notice of its intention to claim damages at the time of acceptance of any report after the time specified for the delivery of such reports and any right of the Consultant to notice the intention of the client to claim damages as aforesaid is hereby irrevocably waived by the Consultant.

- d. If the Consultant breaches clause 6 of the agreement, the Consultant will be liable to pay damages which the Client may have suffered for such breach.
- e. The said damages will be determined by the client and shall not exceed the value of the Agreement.
- f. Any and all remedies of the client for defective or delayed performance or non-performance of obligations by the Consultant shall be exclusive of other remedies for such default and the exercise by the Client of any one remedy shall not constitute a waiver by the Client of any other remedy available to the Client under this agreement or the applicable laws.
- g. At the time of the scheduled payment (see 3B), the client shall determine whether to discontinue further payments and invoke clause 4 of this agreement with the prior written notice to the Consultant.

16. Disposal of the Application

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

FOR THE CLIENT

Signed by _____

Official seal

Witness 1

FOR THE CONSULTANT

Signed by _____

official seal

Witness 2