

REQUEST FOR PROPOSALS
RFP # PTA/Consult/SIM Information System Development/2009

Title of Consulting Services:

Engagement of Consultant for Development of Mobile Subscribers SIM
Information System

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 inedible 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 undertaken;
 - 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

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
Signing of Contract	25% of the professional charges amounting to Rs. _____
Completion of Modules	50% of the professional charges amounting to Rs. _____
Completion of all Services	25% 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

Annex- A

**Engagement of Consultancy Services of a Firm to Develop Mobile Subscribers
SIM Information System “668”**

Terms of Reference

1. Introduction

The Pakistan Telecommunication Authority (PTA) is seeking a Consultancy Services of a reputable firm to develop a comprehensive software-based solution for mobile subscribers SIM verification system.

2. Background:

Mobile sector of Pakistan has observed an astonishing growth since last five years. Subscribers have been purchasing mobile SIMs via mobile operators' service outlets, retailers and authorized franchises. There had been no restriction on number of SIMs to be registered under a specific CNIC as a result of which a subscriber has bought / registered more than one SIM. The situation has lead to a security concern situation where a SIM registered under one subscriber(s) is being used by another un-identified user.

b. In order to address the potential associated risks, PTA has decided to develop a SIM information system by using which the mobile subscribers would be able to find out the total number of SIM(s) registered against their respective CNIC numbers with each mobile operator of the country. The system would facilitate mobile subscribers to block those SIM(s) which presently are not under their usage.

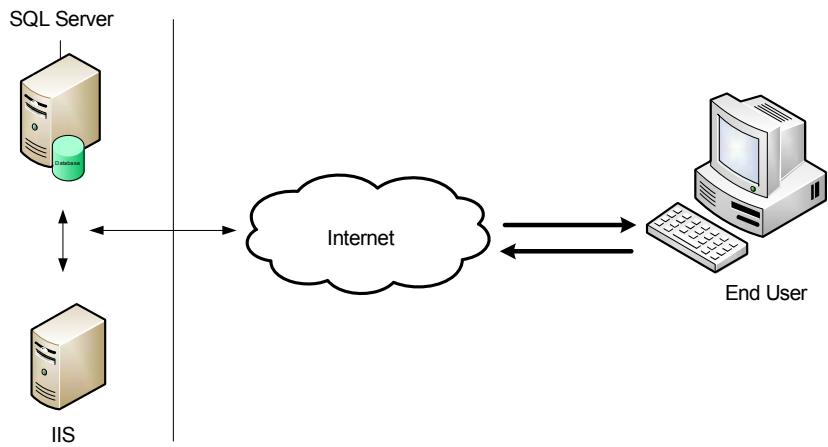
3. Objectives

a. The aim of engaging the services of a Consultancy Firm is to develop a software-based system that would provide an Internet and SMS based interface to end-users in order to retrieve the registered mobile SIM(s) information.

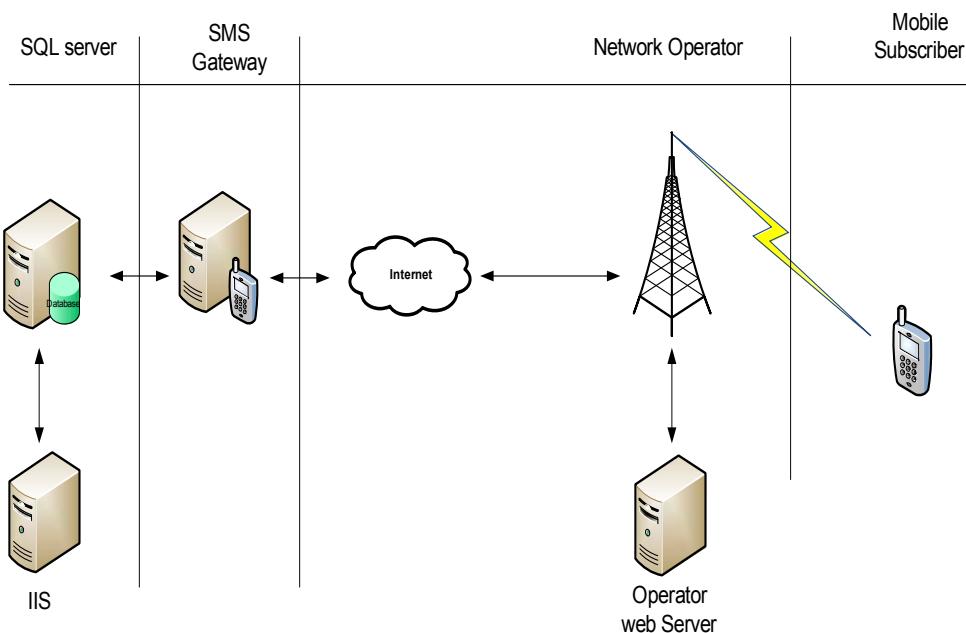
b. The system should be robust, secure and efficient enough to store a record size of approx 92 Million subscribers' data. The system should also ensure proper data integrity mechanism while answering back to multiple queries at a specific time.

4. Scope of Work

- a. In the light of the above objectives, Primary infrastructure requirements include implementation of a comprehensive backend database system which can only store the requisite subscriber information (CNIC Numbers and respective Mobile Numbers) to be injected in to the Database via Microsoft Excel Sheets. In order to avoid security breach, other information(s) such as subscriber address and references would not be stored. The system should be able to receive and respond end user request via Internet and SMS.
- b. A database management application is required that should be able to upload the excel sheet in to the database management system. The database application needs to be flexible to handle the large volume of uploads & provide mechanism to update existing information. The required database application needs to provide strong mechanism to manage, track, index and rollback each record insertion.
- c. A web based mechanism information system that would receive CNIC number as a primary input, perform rapid database search and answers back the total number of SIM(s) registered with each mobile operator. The system must be able to handle large volume of search queries at a given time. The system would provide intelligible web-interface, compact connectivity with backend database and 24/7 operational performance. The hosting of said system would take place inside PTA Headquarters premises. Sample graphical representation is as follow:



- d. In order to facilitate the consumer, an SMS based system would also be developed empowering consumer to use his mobile phone for accessing required information. The system would provide the ability to send & receive SMS against a pre-defined short code.
- e. SMS based information system will handle all request that comes through any mobile device. A comprehensive SMS based Information system is required that could provide the consumer with the mobile number information against the CNIC number. In this case, the subscriber would send his / her CNIC through SMS to mobile operator(s) which would forward it to an SMS gateway (SMSG) via a web-based service. SMS based information system will be responsible to retrieve the required information from database and send it back to SMSG. This system will use 2-Way SMS method. SMS pull based services will be provided against the pre-defined short code provided. The stake holders will be able to request connection related information against the National ID card number. The consumers will send SMS against the short code and the connection related information against that NIC number will be messaged to the requestor via his respective mobile network. The application will be able to generate notification to the requestor in case of invalid NIC request or invalid NIC number sent. Sample Graphical representation is as follow:



5. Deliverables

- The Consultancy Firm is required to analyze, design and develop a comprehensive software-based SIM information system providing an Internet and SMS-based interface to its end-users.
- The Consultancy Firm should identify all major components involved coupled with mechanism of information sharing between them.
- The Consultancy Firm should provide all necessary training required within PTA in order to smooth operations of the system.

6. Timeline for the Consultancy

Milestones	Completion Date
Day of signing the contract	t-day
Data Import Application Deployment	t+18 working days
SMS Gateway implementation	t+22 working days
Initial Beta Services Launch	t+25 working days
Data Entry / Subscriber Import	t+30 working days
Changes and Makeovers of the application	t+33 working days
Training of Data Management Application	t+35 working days