REQUEST FOR PROPOSALS

RFP # PTA/Re-designing of PTA Website/2016

http://www.pta.gov.pk

Title of Website Development Services:

Hiring of Developer to Re-design & Develop the English, Urdu Versions and Mobile App for Pakistan Telecommunication Authority (PTA) Official Website http://www.pta.gov.pk

Contents

SECTION1: REQUEST FOR PROPOSALS

1.1   Pakistan Telecommunication Authority (PTA) intends to award a contract for "Re-designing and development of Mobile responsive versions of PTA Official Website (http://www.pta.gov.pk) in English, Urdu and Mobile App and Web Accessibility Standards for disabled/special people for the PTA Website. Detailed requirements for the bidders are provided below.

1.2   Sealed bids are invited as per the mentioned Description of Services/Terms of Reference (ToR) as per the eligibility criteria, evaluation criteria and the forms identified in the Annexes in this RFP.

1.3   Terms and Conditions

a. Bidding documents duly completed in all respect will be received on or before 10th April, 2017 up to 1030 AM. The submission and evaluation of bids will be carried out under the *"Single Stage Two Envelop Procedure"* as per rule 36(b) of PPRA Rules 2004.

b. Technical bids will be opened by Technical Evaluation Committee, at PTA HQs on the same day at 1130 AM, in presence of bidder's representative, who may choose to attend.

c. Bid will comprise of single sealed package containing two separately sealed envelopes. One envelop will contain the **"**Technical Proposal" and the second envelop will contain the **"**Financial Proposal". Technically qualified bidders will be informed the date, time and venue for the opening of financial bids. Financial bids of technically disqualified bidders will be returned un-opened.

d. Technical Proposal shall contain the details as per the requirements & evaluation criteria mentioned in this RFP.

e. Financial proposal shall be provided on the prescribed form containing the details as per requirements mentioned in this RFP and also the evaluation criteria.

f. The Proposals should reach PTA Headquarters Islamabad before 10:30 AM (Pakistan Standard Time) on 10th April, 2017.

g. 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).

h. Evaluation and Selection shall be made under Quality & Cost based selection as per regulation 3(b) of PPRA Consultancy Services Regulations 2010.

i. An authorized representative of prospective bidder shall initial all pages of the proposal and sign in full on the last page of proposal, clearly mentioning the full name of the representative.

1.4   Details for Bidders submitting response to RFP:

Name of Procuring Agency:	Pakistan Telecommunication Authority
Last date for Bid Submission:	As mentioned in Request for EoI
Technical Bid Opening Date & Time:	As mentioned in Request for EoI
Bid Opening Place:	PTA HQs, F-5/1 Islamabad, Pakistan
Contact Person:	Deputy Director (ICT)
Phone:	+92 (51) 2878125
Fax:	+92 (51) 9225368
Email:	kashif@pta.gov.pk

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

Deputy Director (ICT)

Pakistan Telecommunication Authority

Headquarters, Sector F-5/1, Islamabad, Pakistan

Email: kashif@pta.gov.pk

SECTION2: INFORMATION FOR BIDDER

2.1 Earnest Money

a. Earnest money in the shape of pay order / bank draft in favour of Pakistan Telecommunication Authority, Islamabad amounting to 2% of the total bid amount should only be attached with the Financial Proposal (Cheques will not be accepted).

b. Financial Bid not accompanied with earnest money will be rejected.

c. Earnest money of successful bidder will be retained till the completion of the project, whereas earnest money of unsuccessful bidders will be returned within 60 days after financial bid opening.

d. In case of non-commissioning of consulting services within time frame given in work order due to default of the bidder / total failure as defined at clause 14 of the agreement (Annex-B), the earnest money shall be forfeited in favour of Pakistan Telecommunication Authority.

2.2 Prices

a. The bidder should quote its rates clearly in Pak Rupees in the Financial Proposal in both figures and words as per format attached at Annex-E

b. The rates quoted shall remain valid for 120 days from the date of opening of Technical Proposal.

c. Bid amount shall be inclusive of all applicable taxes. However, any new tax/duty/charges imposed/levied by the Government after the signing the contract will also be applicable on the bidder.

2.3 Disqualifications

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

a. Financial bid is submitted without the required earnest money

b.   Bids are received after specified date and time

c.   Earnest money attached along with technical proposal

d.   Specification and other requirements are not properly adhered to or different from those given in this document

e.   GST or NTN certificates are not attached

f.   Office is not located at Islamabad/Rawalpindi

2.4   Integral Parts

a.   Term of Reference (**Annex-A)**

b.   The successful bidder shall be asked to execute the Service Level Agreement /Contract as per **(Annex - B)**

c.   The successful bidder shall be asked to execute the Non-Disclosure Agreement as per **(Annex - C)**

d.   All bidders have to produce all relevant documents desired in the Technical Evaluation Criteria **(Annex - D)**

e.   All bidders have to submit the financial bid as per **(Annex-E)**

f.   Detail of Projects **(Annex-F)**

g.   Company Information **(Annex-G)**

h.   Personnel Summary **(Annex-H)**

i.   Advertisement

2.5   Affidavit

Affidavit on judicial paper to the effect that the firm has not been black listed by any government/semi government/autonomous body.

2.6   PTA's Rights

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

SECTION3:   PREPARATION OF PROPOSAL

Participating Bidder shall submit documentary proof in support of meeting eligibility criteria mentioned at Section 3.2. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient of:

- Eligibility for Responsiveness of the Proposal in line with relevant directions given in this RFP

Only responsive proposals shall be further taken up for evaluation.

3.1   Eligibility Criteria

a.   PSEB and SECP Registration

b.   GST or NTN Registration

c.   Minimum five (5) years of relevant experience

d.   Similar Projects Details as per <u>Annex-F</u>

e.   Office at Islamabad/Rawalpindi

f.   Company Information as per <u>Annex-G</u>

3.2   Technical Proposals

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.   Evaluation of the technical proposal will start first and at this stage the financial proposal shall remain unopened.

c.   The Technical Proposal shall not include any financial information regarding bid amount and earnest money. Such bids will be rejected.

d.   All applicants that meet the eligibility criteria shall be asked to present before the Evaluation Committee constituted by the PTA, clearly demonstrating their experience and capacity to perform the assignment.

Vendor shall also focus and cover all the evaluation aspects of evaluation criteria as mentioned at Part-B of Annex-D.

e. The Technical Proposal shall provide the following information:

i. A brief description of the organization and an outline of recent experience on similar projects.

ii. A description of the methodology & work plan for performing the project.

iii. The list of the team members to carry out this project supported by bar chart diagrams showing the activities to be formed by each professional team member, while keeping in mind the timelines given at Terms of Reference.

3.3   Financial Proposals

a. The Financial Proposal shall give the total lump-sum cost of the project inclusive of all application taxes / charges applicable for the time being in force.

b. The proposal must remain valid for a period of 120 days after the date of submission of the proposal.

SECTION4:   PROPOSAL EVALUATION

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

4.1   Evaluation Criteria

a.   Technical proposals will have 70% weightage whereas financial proposals will have 30% weightage. Work 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
Marks obtained out of 70 as per Annex-D

Financial Score

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

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

4.3   Evaluation of Financial Proposals

a.   After the evaluation of quality (Technical Proposal Evaluation) is completed, PTA shall notify those bidders whose proposals did not meet the minimum qualifying mark (70%) or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process.

b.   PTA shall simultaneously notify the bidders that have secured the minimum qualifying mark, 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/ facsimile. The Financial Proposals shall be opened in the presence of the bidders' representatives who choose to attend. The name of the bidder, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The evaluation committee will determine whether the Financial Proposals are complete and correct.

c.   Contract will be awarded based on the combined evaluation of technical and financial proposals as per the selection criteria given at regulation 3(b)(c) of PPRA Consultancy Services Regulations 2010.

<p style="color:orange">Hiring of Developer to Re-design & Develop the Mobile Responsive Version in English, Urdu and Mobile App for Pakistan Telecommunication Authority (PTA) Official Website http://www.pta.gov.pk</p>

Terms of Reference

1.   Introduction

Pakistan Telecommunication Authority (PTA) intends to award a contract for "Re-designing and development of PTA Official Website (http://www.pta.gov.pk) in English, Urdu Versions and Mobile App for the PTA Website.

2.   Background:

a.   The Internet is considered a more important source for information than TV or radio by those who use online technology. Information on the internet is accessible anywhere in the world with the access to internet. Keeping in view the importance and growth of internet user in Pakistan; there is requirement of improvement for PTA Website which could provide information and content repository to residents, visitors and international communities.

b.   PTA website is central hub for the information for all the online information and/or Services; it is believed that provision of contents through user friendly interface would enhance the end user experiences while browsing necessary information at website. Keeping in view the technological trends and to ensure the security standards, there is a need to re-design the website to be inline with latest technology platform and to provide the information by highly user friend interface.

c. The language of the road; and most widely spoken and understood language in Pakistan is Urdu. The trend of providing local language version of websites/contents is being observed throughout the World. Urdu is also the national language of Pakistan. It unites all people and all communities, whatever their mother tongues. It has been influenced and enriched by Dravidian, Turkish, Farsi, Arabic, Portuguese and English. Keeping in view the low English literacy rate, there is a need to re-design the interface for the local language i.e. Urdu version of existing PTA's website.

3. **Objectives:**

a. PTA intends to have very informative user friendly website by redesigning the existing website and also to ensure the security of the contents by adopting the recent technological platforms addressing all the deficiencies in the existing website.

b. The Bidder is required to briefly analyse the present website and provide a suitable solution to meet the desired target. It should be noted that during analysis/design/development of website there should not be any downtime or services interruption with regards to present website operations.

c. Main objectives of the re-designing and development are:
   a. Providing highly user friendly interface for public information and e-services for the consumers
   b. To ensure Website Security for unauthorized access
   c. Website to have English, Urdu, Mobile Versions
   d. Mobile App to be developed to facilitate the mobile users
   e. To upgrade the technology platform
   f. To enhance the functionalities of backend Content Management System
   g. To enhance the information security controls
   h. To have penetration testing and Audit
   i. Processes for Monitoring of the Website

> j. Web Accessibility Standards for disabled/special people

4.   **Scope of Work**

In the light of above objective a comprehensive content management system on best international practices/standards has to be developed. The bidder will provide complete turnkey solution for the Mobile responsive versions of English, Urdu and Mobile App for the PTA's website.

a. The website should hold strong security mechanism and should be highly resilient to any attacks.

b. Search Engine Optimization (SEO) required to be done by the vendor for the Mobile responsive English, Urdu versions and Mobile App.

c. Highly user friendly search mechanism needs to be developed for easy access of information on the website.

d. A highly robust and reliable solution content management and document management solution needs to be developed that could easily accommodate the future needs of growing information.

e. Develop the highly user friendly layout for the website version

f. Migration of all existing website contents on to newly developed website.

g. Website Security Standards and Vulnerabilities will be verified by the hosting service provider after penetration testing and detailed security audit done by the vendor.

h. Website should be developed in layered architecture for making it scalable for future enhancements.

i. Visitors count module to be developed for website, content, website version and page wise stats

j. Availability of Web Accessibility Standards for Disabled/Special People

k. Translation and Migration of all existing & new English/Urdu contents of website

5.   **Deliverables**

The bidder is required to submit following deliverables:

a. Website detailed specification document, design document, web-site design, Website Architecture and complete solution with their source files.

b. **Content Management System:** The content management system will allow the site administrator to modify and maintain the website contents, design layout, navigational structure, visitors' stats and security controls from an Admin Panel. Maintenance becomes much easier and chances of errors are substantially reduced. Content management system and database should be designed in such a way that central modification effects all the interfaces i.e English Urdu and mobile version. Existing CMS to be used as reference. Encrypted remote connectivity will be established to access the CMS for content update.

c. **Re-designing of Website:** Existing Website will be redesigned, images size will be optimized for fast loading / data retrieval.

d. **Database Tuning (Archiving Technique):** Backend database will be analyzed for better performance as all the contents to be published / populated through the database.

e. **Automatic generation of .PDF files:** Generation of .pdf files for the published contents will be done at run time.

f. **Conversion/Translation of the All Existing Published & new contents** All the existing published/new website contents will be converted / translated into Urdu Language and publishing the Urdu Contents on new website after the contents proof reading. The content conversion in Urdu language and proof reading of translated content will be the done by the bidder by the hiring services of a professional translator.

g. Redesign/development of mobile responsive website and development of mobile app

h. Training of PTA Officers on Administration Module

i. Text Resizing of the contents

j.   Content translation and conversion at run time functionality to be incorporated in the backed content management system.

k.   Bidder would be responsible for technology transfer of the developed application and web-site for any kind of enhancement and modification.

l.   Bidder will provide two (2) years maintenance and support services and in critical situation, the bidder will provide immediate support.

m.   In case of any other essential requirement, the functionality can be added by PTA during development phase before final acceptance of the project.

n.   ISO/IEC 27001 OWASP (Open Web Application Security Project) standards should be implemented and incorporated

o.   Bidder will be responsible for Penetration testing to be carried out by authorized information security service provider before/after deployment.

p.   Details of Project Plan, Application Deployment, Training plan and user/administrator manual to be shared by the bidder

q.   Website to be secured by implementing SSL (https enabled website)

r.   Workflows, interactive reporting module and dashboard with ACL to be developed.

s.   Specified contents of English & Urdu versions will be synced with the mobile app and bidder will develop the app in Android and iOS compatible and shall ensure the publishing and availability of developed App in App stores for users download (free of cost) after acceptance of the app by PTA.

t.   Source code of website (English, Urdu Versions and Mobile App) will be handed over to PTA and shall not be used and shared for any other project.

u.   Web Accessibility Standards (WAG 2.0) to be incorporated for the facilitation of disabled/special people.

v.   Open source technology platform to be used for development

w. Customization of homepage, images, scripts and subsequent pages through Content Management System

6.   **Timeline of the Project**

Delivery	Time Period
Day of signing the contract	t-day
Mock-up Design of the project	t+10 working days
First Demo of the project	t+25 working days
Second Demo of the project	t+40 working days
Final Demonstration to Authority	t+55 working days
Deployment of Final Version on Web Server	t+70 working days

7.   **Terms and Conditions of Payment**

Activity	Payment Schedule
Acceptance of Mock-up Design by PTA	10% contract price to be paid
Acceptance of Final Deployment Version by PTA and the hosted contents will be verified by the hosting service provider after the penetration testing and security audit of the developed site. The payment will be released subject satisfactory acceptance by the PTA and the hosting service Provider. However, vendor shall submit the bank guarantee of 10% of total contract price before release of payment. The bank guarantee will be released after end of two (2) years warranty period as mentioned at clause 21 of the agreement.	90% contract price to be paid on Deployment and Acceptance of Final Version

Agreement

This Agreement ("the Agreement") is made and entered into at **Islamabad** on this _____ day of _____; (the Effective Date")

By and between

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

And

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

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

WHEREAS,

Client is desirous to acquire the services of Developer for update and development of its website (www.pta.gov.pk)

A. The Developer warrants that it has the requisite expertise and resources to provide top quality of Services to the Client in accordance with highest industry standards and satisfaction of the Client. The Developer undertakes that the Services shall be provided only through the staff who have the requisite expertise and experience in this regard.

B. Upon the basis of the representations and warranties of the Developer contained herein, the Client wishes to hire the Services of the Developer under this Agreement.

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

1. **SERVICES**

The Developer shall perform the services as per Term of reference (ToR) and Scope of Services which is attached as **Annex-A**, of this Agreement, and is made an integral part of this agreement (the 'Services').

2. **INTERPRETATION**

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

a) The headings, whether of articles or other parts of the Contract, are for ease of reference only and do not affect the interpretation or construction thereof.

b) Words in the singular include the plural and vice versa, and words importing any gender include every gender.

c) A reference to an Article number is a reference to its sub-articles.

d) Where the context so requires, reference to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or agency thereof.

e) References to statutes or statutory provisions include references to any orders, or regulations made there under and references to any statute, provision, order or regulation include references to that statute, provision order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date thereof.

f) No rule of construction applies to the disadvantages of either Party for preparing this Agreement in whole or in part.

3. **TERM**

Upon signing of this Agreement the Developer shall be obligated to start the work within ---------------and complete it within projected time of seventy (70) working day (excluding days taken by the Client for approval of the activities as mentioned in the TimeLine of the Project). However, in case of any unavoidable/unforeseen delay (i.e Force Majeure) incurred either by the Developer or the Client, necessary timeline extension would be agreed mutually between both parties, however it has to be communicated to each other during the occurrence of Force Majeure.

4. PAYMENT

A) The Client shall pay to the Developer **Rs. _____.** This amount has been established based on the understanding that it includes all of the Developer costs and profits as well as any tax(s) obligation that may be imposed on the Developer.

B) Schedule of Payment

The schedule of payment is specified below.

Activity	Payment Schedule
Acceptance of Mock-up Design by PTA	10% contract price to be paid
Acceptance of Final Deployment Version by the Client and the hosted contents will be verified by the host service provider after the penetration testing and security audit of the developed site. The payment will be released subject to satisfactory acceptance by the Client and the hosting service Provider. However, Developer shall submit the bank guarantee of 10% of total contract price before release of payment. The bank guarantee will be released after end of two (2) years warranty period as mentioned at clause 18 of the agreement.	90% contract price to be paid on Deployment and Acceptance of Final Version

C) Payment Conditions

Payment shall be made on submission of invoices by the Developer to the Client. Each payment shall be made subject to issuance of acceptance/clearance certificate as per verifying procedure mentioned at clause 4(B) by the client.

5. CONFLICT OF INTEREST

Except as otherwise expressly provided herein, neither Party nor any of its employee, or agent or its subcontractors or vendors shall have personal interest which may constitute conflict of interests, including but not limited to give or receive from any employee, or agent of the other party any gift, entertainment or other favor of significant value, or any commission, fee or rebate in lieu of this Agreement. The

Developer 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 Developer, the Client may at its sole option terminate this Agreement and notwithstanding any other provision of this Agreement, pay the Developer only that amount earned prior to the date of termination. Any designated representative for the Client may audit any and all records of the Developer for the purpose of confirming compliance with this clause.

6. INDEMNITY AND INTELLECTUAL PROPERTY

In performing services under this Agreement, DEVELOPER agrees not to design, develop, or provide to the Client any items that infringe one or more patents, copyrights, trademarks, or other intellectual property rights (including trade secrets), privacy or other rights of any person or entity. If DEVELOPER becomes aware of any such possible infringement in the course of performing any work hereunder, DEVELOPER shall immediately so notify the Client in writing.

DEVELOPER agrees to indemnify, defend, and hold Client, its officers, directors, members, employees, representatives, agents, and the like harmless for any such alleged or actual infringement and for any liability, debt, or other obligation arising out of or as a result of or relating to (a) the Agreement, (b) the performance of the Agreement, or (c) the Deliverables.

7.   **PROJECT ADMINISTRATION**
   A. Coordinator: Deputy Director (ICT) at Client's HQ premises   will be responsible for the coordination of activities essential under this agreement, for acceptance and approval of the deliverables by the Developer and approving invoices for the payments.

B. The Developer shall promptly replace any of the employees working on the project if deemed unsatisfactory by the Client.

C. 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.

8. CONFIDENTIALITY OF CLIENT INFORMATION

a. The Developer 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 Developer as per applicable laws of the Islamic Republic of Pakistan.

b. Developer 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.

9. OWNERSHIP OF MATERIAL

Any software, report, drawing or other material, graphic, etc or otherwise, prepared by the Developer 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 Developer. Complete source code, graphical source files, DB architecture, user/administrator manuals, required add-ons, related software's, components, will be provided by the Developer. The design layout, code and architecture will not be used for any other client by the vendor.

10. PROHIBITED ACTIVITIES

The Developer agrees that, during the term of this agreement and after its termination, the Developer and any entity affiliated with the Developer 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 Developer shall be disqualified for any consultancy/agreement/contract in future.

11. ASSIGNMENT

The Developer shall not assign this agreement or any portion of it without the Client's prior written consent. Client's Website design, contents, architecture, code, database and methodology will be exclusive rights of the Client and shall not be used for any other client/purpose.

12. LAW GOVERNING THE AGREEMENT AND LANGUAGE

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

13. DISPUTE RESOLUTION

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

All dispute arising out under this Agreement whether during the term of this Agreement or after the termination or expiry of this Agreement, shall be referred to the Authority of the Client through Project Coordinator (Deputy Director ICT) for amicable settlement/resolution of the dispute.

In case of failure of amicable settlement of dispute as above, 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.

14. **PENALTY CLAUSES**

    If the Developer fails to provide the deliverables under the Agreement within the time specified in the agreement subject to Force Majeure the Developer will be subject to the following obligations:

    a. If the project is not completed within the stipulated time, the Bidder shall be liable to fine @ Rs. **5,000/-** per working day, as penalty for the breach unless mutually agreed for a valid reason.

    b. In case of non-compliance of the activities as mentioned in the TimeLine of the project, the 5% of the contract price will be deducted.

15. **TERMINATION OF AGREEMENT:**

    c. Subject to Force Majeure, failure of the Developer to complete the project within 30 (thirty) working days (Excluding public holidays) beyond the time of completion of project shall be deemed a total failure on the part of the Developer and the Client may terminate the agreement without any liability or responsibility, provided, however, the Developer will return any or all amounts paid by the Client up to date of termination without any deduction. Further, earnest money deposited by the Developer shall also be forfeited in favour of Client.

    d. Any and all remedies of the client for defective or delayed performance or non-performance of obligations by the Developer 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.

16. **FORCE MAJEURE**

    Developer 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 Developer , 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 Developer provides a 14 days' notice to the Developer   after occurrence of such event.

In case of non-commissioning of website development services within time frame given in work order due to default of the Developer , the earnest money shall be forfeited in favour of Pakistan Telecommunication Authority.

17.   SOFTWARE DOCUMENTATION AND SOURCE CODES

Developer shall provide two (02) complete sets of documentation with a soft copy of documentation for each website including technical, maintenance, Uploading Information and Source Codes. Developer shall also provide two (02) complete sets of documentation for each updated version of Website. There shall be no additional charge for this documentation or the updates. Website documentation shall be comprehensive, well structured and indexed for easy reference. Developer will provide the source code of website including all graphics, scripts and related files to the Client on DVD.

18.   **WEB MAINTENANCE AND HELP DESK/SUPPORT SERVICES** Developer shall provide Help Desk/support and maintenance Services for reporting errors and malfunctions and trouble-shooting problems for the period of two (02) year from the date of effectiveness of this Agreement. Developer's Help Desk Services shall be web-based and/or by toll-free telephone lines and/or via e-mail. Developer's Help Desk Services shall include but are not limited to the following Services assistance related to questions on the use of the subject website:-

a)   Assistance in identifying and determining the causes of suspected.

b)   Advice on detours or workarounds for identified errors or malfunctions, where reasonably available.

c)   Information on errors previously identified by the Client and reported to the Developer and detours to these where available.

d)   Visit to the Client office/ Hosting Service Provider as and when required by the Client on critical issues.

e)   Provide to the Client a replacement copy or correction services at no additional cost for any error, malfunction or defect in website code that when used or delivered, fails to perform in accordance with the specifications. The Client shall also convey the same Developer's and Developer shall undertake such corrections in a manner that is mutually beneficial.

f)   Reported problems by the Client shall be fixed by the Developer within one (1) working day and in case of website down due to critical issues, the Developer will provide immediate support by visiting the Client office / hosting services provider promises to restore the website by fixing the raised issues.

Throughout the construction/development/upgradation of the prototype and the final Web Site, the Web Site shall be accessible to the Client. Until the Client has approved the final Web Site, none of the Web Pages for client's Web Site will be accessible to end users.

19. **TERM OF AGREEMENT**

Project shall be completed by the Developer within 70 working days from the date of signing of this Agreement.

20. **INCOME TAX AND INVOICES**

All taxes / duties as applicable by government on time to time during project execution phase will be deducted at source.

21. **TRAINING**

Developer will provide user and administrator training to nominated person/employee of the Client and Developer will also provide training manuals for the same. Developer will also provide technical training to the administrator for customization of website contents and graphical layout.

22. **ANNEXURES**

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

FOR THE CLIENT   **FOR THE DEVOLOPER**

Signed by _____   Signed by _____

Official seal   official seal

Witness 1   Witness 2

Non Disclosure Agreement for Re-designing & Development of PTA Website

This MUTUAL NON-DISCLOSURE AGREEMENT is made as of the ____ day of ____ 2015, between **PAKISTAN TELECOMMUNICATION AUTHORITY** (hereinafter referred to as "**Customer**")

AND

M/s _____ (hereinafter referred to as "**Bidder**"), 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 Bidder.

2. Obligations of Receiving Party. Bidder (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
   d. The Bidder 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 Bidder as per applicable laws of the country.
   e. Bidder shall ensure that no application / system shall be affected during the audit due to usage of penetration tools
   f. 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   **SIGNED on behalf of Bidder**
Official Seal   **Official Seal**

Witness1 _____ **Witness2** _____

Evaluation Criteria

	Part A) Mandatory Requirement *	
1	Service provider has to produce tax details and PSEB Certificate	
2	SECP Registrations Certificates	
3	Minimum five (5) years of relevant experience	
4	Presence at Islamabad/ Rawalpindi	
5	Company Information as per Annex-G	

	Part B) Technical Capabilities of Bidder	
Sr. #	**Attributes**	**Max. Score**
1	Team Expertise and details as per Annex-H (Minimum three years of web development experience and having graduation/masters degree in IT/Computer Sciences) 2 marks / person	10
2	Details of five (5) Projects (as per Form A) completed of similar nature (documentary proof be provided i.e. copy of work order / agreements and client references etc.) 8 marks / project	40

	Part C) Functional Evaluation	
	a. Modularity	5
	b. Scalability	5
	c. Security	5
	d. UI Design	5
	e. Methodology	5
	f. Integration	5
	g. CMS	5
	h. Penetration & Code Verification	5
	i. Contents Translation / Migration	5
	j. Accessibility	5
Sub Total		**100**
Minimum technical qualifying marks are 70%		

The financial bid shall be submitted on separate letter head (s) of Bidder 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 web development services of **Re-designing and development of Mobile Responsive Versions in English, Urdu and Mobile App for the PTA Website**, published at PTA and PPRA websites and/or in the daily _____ dated _____.

We undertake that all applicable taxes are inclusive in the bid amount.

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

Details of Projects of Specific Nature

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

Use a separate sheet for each project:-

1	Name of the Project / Website URL
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 Platform:

COMPANY INFORMATION

a. Name of Firm: _____

b. Date of Establishment of Business: _____

c. Address: _____

d. Telephone No: _____Fax No. _____

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

Personnel Summary

Name of Employee

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

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

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