



Government of Pakistan

NATIONAL INFORMATION TECHNOLOGY BOARD (NITB)

Ministry of Information Technology & Telecommunications

Request for Proposal

For The Development, Customization and Deployment

Of

National e-Parliament System

July, 2022

www.nitb.gov.pk





Contents

Executive Summary	7
Project Description	3
Objectives	0
Technical Parameters	1
1. Invitation to Bids	3
1.1 PPRA Rules to be followed	3
1.2 Mode of Advertisement(s)	3
1.3 Type of Open Competitive Bidding	3
2. Instructions to Bidders	4
2.1 Language1	4
2.2 Bid Document	4
2.3 RFP Clarifications and Questions	4
2.4 Pre-Bid Meeting	5
2.5 RFP / Bid Price	5
2.6 RFP Schedule	5
2.6.1 Timeline of the project:	5
2.6.2 Ownership of the project:	5
2.6.3 Vendor Responsibilities	5
2.6.4 Technology Transfer	5
2.6.5 Priority of the Modules	5
2.6.6 Development Model	5
2.6.7 Application Details	5
3. System architecture requirements	7
3.1 General requirements for the proposed solution architecture	7
3.2 Requirements for the presentation level of the proposed solution architecture	7
3.3 Requirements on the proposed solution architecture business logic	8
3.4 Confidentiality	J
3.5 Notices	9
3.6 Option to Bid)
3.7 Joint Venture)
3.8 Corrupt Practices)
3.9 Penalty	0
Page Request for Proposal, National Information Technology Board, plot No 24B, H-9, Islamabad	2





3.10	Warranty / Maintenance & Support Services	21
3.11	Provisional Acceptance and Final Acceptance Certificates	21
3.12	Security Audit of Application	
4. Req	quirements relating to the Technological Platform	21
4.1	General requirements (proposed solution) technology platform	22
4.2	Requirements for the level of digital signing on the Proposed solution Technology P	latform 22
4.3	Performance requirements	23
4.4	Requirements of User Interface and Ergonomics	24
4.5	Scalability requirements	24
4.6	Security architecture requirements	25
4.7	Authentication mechanism requirements	26
5. Inde	emnification	27
6. Prej	paration of Bid	
6.1	Cost of Bidding	
6.2	Bid Security / Earnest Money Deposit (EMD)	
6.3	Technical Proposal	
6.4	Financial Proposal	29
6.5	Payment Terms / Schedule	29
6.6	Bid Currencies	
6.7	Advice of Omission or Misstatement	
6.8	Bid Validity Period	
6.9	Additional Charges	
6.10	Right to Request Additional Information	
6.11	Right of Refusal	
7. Sub	omission of Bids	
7.1	Sealing and Marking of Bids	
7.2	Proposal Identification	
7.3	Extension of Time Period for Submission of Bids	
7.4	Late Bids	
7.5	Presentation by Bidders	
7.6	Modification or Withdrawal of Proposals	
7.7	Submittal Requirements	
8. Ope	ening and Evaluation of Bids	

Page | 3

Request for Proposal, National Information Technology Board, plot No 24B, H-9, Islamabad





8	.1	Opening of Bids by NITB	
8	.2	Modification of Bids	
8	.3	Missing Information	
8	.4	Addendum or Supplement to Request for Proposal	
8	.5	Request for Demo Sessions	
8	.6	Current References	
8	.7	Bidder Evaluation	
8	.8	Proposal Acceptance	
8	.9	Discussions Prior to Evaluation	
8	.10	Availability of Professional Staff / Experts	
8	.11	Alternative Provisions	
8	.12	Redressal of Grievances by the Procuring Agency	
9.	Av	vard of Contract	
9.	.1	Award Criteria	
9.	.2	NITB's Right to Accept Any Bid and to Reject Any or All Bids	
9.	.3	Notification of Award	
9.	.4	Signing of Contract	
9.	.5	Performance Security	
9.	.6	RFP Response Ownership	
9	.7	Integrity Pact	
9.	.8	Non-Disclosure Agreement	
9.	.9	Contract Terms and Conditions	
9.	.10	Mandatory support and Maintenance period	
10.	S	Scope of Work	
1	0.1	Ministry of Parliamentary Affairs	
1	0.2	Senate of Pakistan	
1	0.3	National Assembly	
1	0.4	Data Migration	41
1	0.5	Training	41
1	0.6	Project Documentation	41
11.	E	Evaluation Process	
1	1.1	Eligibility	
1	1.2	Technical Evaluation Criteria and Bidder's Response	

Page | 4

Request for Proposal, National Information Technology Board, plot No 24B, H-9, Islamabad





11.3 Technical Proposals Evaluation Summary	
12. Annexures	
Annexure A – RFP Schedule	
Annexure B – Submittal Requirements for Technical Proposal	46
Annexure C – Submittal Requirements for Financial Proposal	
Annexure D – Client References:	
Annexure E – Management Group and Staff Profiling	
Annexure F – Staff Resume	51
Annexure G – Integrity Pact	
Annexure H – Non-Disclosure Agreement	53





Data Sheet		
Bid Selection Method	Single Stage - Two Envelope: The method of selection is: Quality and Cost Based Selection (QCBS). RFP and BRSD are available under Tender link of NITB website <u>https://nitb.gov.pk</u> and <u>https://www.ppra.org.pk</u>	
Bid Security	2.50 Million bid security of the total quoted price	
Deliverables	 Preparation of Software Requirements Specifications (SRS) and Functional Requirement Specifications (FRS) Development, Deployment, POC and Implementation of e- Parliament Systems as per BRSD, SRS, DSD and FRS. Inception Report, Training materials Technology Transfer Source code, packages, related training, Black-box & White- box Testing, stress testing, performance testing ,pen testing and technical documentation Fortnightly Progress Reports Architecture Diagrams Third-party System Audit Report All other documents/material/tools/software/packages etc. mentioned in this RFP 	
Contact Person	Project Director,	
	Email: <u>picep@nitb.gov.pk</u>	
	Phone: 051-9257246	
Language	Proposals should be submitted in English language	
Currency	All prices should be quoted in Pak Rupees	
Estimated Time	Priority Modules: 08 Months from the award of the contract/LOI Remaining Modules: 20 Months from the award of the contract/LOI Total 20 Months (calendar days) from the award of the contract/LOI	
Taxes	The price should include all applicable taxes	
Proposal Validity	Proposals must remain valid for 180 days after the submission date	





Bidder must submit	Two (02) copies of both technical and financial proposals (One original and one photocopy)
	A printable and searchable copy in a USB flash drive of technical proposal
Proposal Submission Address	Plot # 24, B, Street No 06, Sector H-9/1, Islamabad
Submission Date & Time	Both Technical proposal & Financial bid must be submitted in two different sealed envelopes on or before 25 th July, 2022 at 1100 hrs. Bid shall be opened on the same date at 1130 hrs.
	Pre-Bid Meeting was held on 30 th June, 2022 at 1100 hrs.

Executive Summary

Islamic Republic of Pakistan has bicameral Parliamentary System consisting of President, Upper House (Senate), and Lower House (National Assembly). Ministry of Parliamentary Affairs (MoPA), as a part of the Executive, plays its role in bridging the gap between Legislature and the Executive. All these organs of the Parliament perform their respective functions to meet the basic objectives of the Parliamentary System i.e. performing Legislation, oversight of the Executive, control over the Parliamentary Functions, and representation of public through elected representatives.

The major objectives of 'President Initiative for Cyber Efficient Parliament (PICEP)' Project are to enhance the institutional capacities of Parliamentary System including MoPA, Senate and National Assembly (NA) to perform their functions. This shall be done through the use of Information & Communication Technology (ICT) with the help of latest tools and technologies. This will also help Parliament to evolve towards a paperless environment with reduced carbon footprints. In short, the PICEP Project has following basic objectives:

- 1. To bring efficiency in performing Legislation
- 2. To provide robust control over the Parliamentary Functions
- 3. Perform keen oversight of the Executive
- 4. Make the effective representation of general public possible





Page | 8

Project Description

"President Initiative for Cyber Efficient Parliament (PICEP)" envisions a modern and progressive Parliament, where the systems and processes involved in the working of Ministry of Parliamentary Affairs, Senate and National Assembly, shall be digitized using latest, state of the art hardware and software, as being practiced in the Parliaments of the developed countries, in accordance with the Rules of Procedures and Conduct of Business in the Parliament. This project involves seamless integration of all branches of the respective Secretariat and among all the organs of the Parliament, ensuring global standards in terms of accessibility and without compromising information security.

The primary aim is to enable and facilitate elected representatives to perform their duties of public service and legislation efficiently from inside and outside the premises of the Parliament. With the changing culture and practices of workplace and post COVID-19 situation in the hindsight, it is need of the hour to transform this prestigious institution with the help of modern computerization to attain flexibility without compromising any of its operations.

Parliament, the most prestigious institution of the State is currently functioning in a very conventional, paper-intensive environment, where the competence and productivity is capped by the sheer lack of technological resources. This project provides an opportunity to re-evaluate, re-organize and revamp the organization from the grassroots level. The impact will not only be on the efficiency of legislation process but the organizational culture that will in turn trickle down to the performance of the Executive.

Digitalization of the Parliament may appear to be a huge leap forward in terms of technology as well as CAPEX, but the project is expected to reduce the OPEX through efficient management of resources and time, both for public representatives and staff. The automation will overtime right-size the institution, enhancing productivity and optimizing resource utilization.

Since all the organs of the Parliament generally and all the entities within the Secretariats especially, are dependent on one another, to perform designated tasks, it creates bottlenecks and functional limitations in case of cross-functioning. An environment with all the departments, branches, and sections integrated through digital systems, will reduce delays due to interdependencies and streamline the communication channels, enable a swift flow of information across the Parliament. This will greatly improve the efficiency of the Legislation Process and will cast a great impact on the lives of the citizens of Pakistan.

In the current scenario, all departments/ branches of the Secretariat perform its function at their own pace, without adherence to any key performance indicators. The reason is loose administrative control mainly due to lack of capacity in the existing system. Management reporting is mainly dependent on concerned individual's own discretion. This results in unnecessary delays in task execution. Introduction of a digital infrastructure working as backbone of the current Parliamentary System will





ensure smooth workflows, task management, and management reporting and policy implementation, thereby improving the overall efficiency of the Parliamentary Business.

Financial Scrutiny of the Executive, by examining the accounts showing the appropriation of sums granted by the Parliament for the expenditure of the Government, is one of the top priority functions of the Parliament. PICEP Project will provide the prompt access and better control over the financial oversight of the Executive and will ultimately improve its financial performance. Presently, there are various impediments hindering the process of smart and efficient financial scrutiny. Loopholes in manual system, huge backlog of workload, and extensive dependency on the Executive for the availability of information, and loosely coupled interactions are some of the obstacles. Due to which the vigilance of the competent authority for financial expenditures is largely compromised. However, with the introduction of an IT based Executive Scrutiny and Oversight System can keep a keen eye on use of public accounts and will enhance the financial competency of various Principal Accounting Officers many folds.

The Parliamentary Database in the form of Debates, Audio Clips and Video Snippets, Rulings, Resolutions, Motions, Questions, Bills are a valuable asset which provide the basis of future legislation and other Parliamentary Functions. The preservation of this valuable asset in the form of tremendous islands of Parliamentary information can greatly improve the legislature working. There is a great need not only to preserve the legacy Parliamentary Database but also to reshape the current Proceedings in the format which will support the existing standards but will also be preserved for future references.

In order to save the time and efforts of the Parliamentarians, a central one window facility will be designed and setup under this Project which will provide a single interface to Parliamentarians for their various tasks related to Secretariats. This facility can be a single source of interaction between Parliamentarians and their respective House. In Addition to that the Members can also use the system to get certain information, submit different applications and update their profile on logging in to their account in the system. For that purpose, they do not even need to go to one window facility. It will not only save the time of the Parliamentarians but also the working of relevant branches of the Parliament and improve the efficiency of the Parliamentary Working.





Objectives

After completion of proposed solution project, the Senate and the National Assembly of Pakistan intends to achieve the following objectives:

- a. Improved working of the House and all Committees
- b. Transparency in the House and Committees working
- c. Improved Participation of Members in Law Making
- d. IT Support in carrying out the Legislative Process
- e. Enhance the Oversight function of the National Assembly
- f. Accountability by the National Assembly
- g. Timely availability of information to the Members and public
- h. Reduce Printing Cost
- i. Introduce Electronic attendance mechanism for Members
- j. Providing robust information to the Members in time electronically
- k. Easily searchable contents of laid documents and other important documents.





Technical Parameters

A highly secure, available, reliable, efficient, easy to use System including Software Applications for various Parliamentary Systems as well as Parliamentary Secretariat will be developed having the following major components:

• Business Process Automation of Parliamentary Secretariats through configurable Workflow Management System for prompt decision making through rapid approvals/rejections with customizable approval hierarchies against each business case

• Effective Legislation through state-of-the- art E-Parliamentary System where Parliamentarian can access complete Order of the Day along with all requisite documents through the automated system

• Keen oversight and scrutiny of the Executive through comprehensive E- Committee Systems for various types of committees including Standing Committee, Parliamentary Committees, Special Committees and the respective Sub-Committees

• Better Financial Oversight through efficient and effective scrutiny of budget appropriations, audit paras of Auditor General of Pakistan (AGP) and Suo-Moto

• Effective Parliamentary Diplomacy through use of comprehensive International Relation Management and Event Management modules

• Provide basis of Strategic Planning and high-level decision making through the use of role wise Executive Dashboards

• Comprehensive Parliamentary Database its storage and archival System for Audio, Video, Textual Material, and Photographic Images

• Advance ways of capturing, processing, storing the Proceedings of the House as well as Committees with advance telecasting system, improved audio transmission, and quick ways for reporting, editing, and proof-reading

• One-Window Facility for Parliamentarians to provide single point of interaction between Parliamentary respective Secretariat

• Efficient way of interaction between Parliament and organs of the Executives through SO Councils

• Mobile Application for better portability and a way to interacting with the system anywhere anytime and for prompt information and reacting against triggers which require quick responses

• Systems Generated SMS alerts for key information which needs timely delivery to the Parliamentarians and Secretariat Staff





- Integration of audio conferencing and transmission system along with audio editing software
- Integration of live coverage and video telecasting software system





1. Invitation to Bids

The National Information Technology Board, hereinafter called "NITB" or the 'Purchaser', intends to invite bids for the "Application Software Solutions (National Assembly, Senate and Ministry for Parliamentary Affairs)", from eligible Bidders.

1.1 PPRA Rules to be followed

Public Procurement Regulatory Authority (PPRA) Rules (Public Procurement Rules, 2004), will be strictly

followed. These may be obtained from PPRA's website.

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Public Procurement Regulatory Authority Rules, 2004.

1.2 Mode of Advertisement(s)

As per Rule 12, this RFP is being placed online at PPRA's and NITB websites, as well as being advertised in print media.

Bidding document containing detailed instructions, terms and conditions and this advertisement can be downloaded for review from NITB and PPRA websites.

1.3 Type of Open Competitive Bidding

As per PPRA rule 36 (b), Single-Stage - Two Envelope Procedure shall be followed. This is as follows:

- The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened; (iv) the envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
- The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- During the technical evaluation no amendments in the technical proposal shall be permitted;
- The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically nonresponsive shall be returned un-opened to the respective bidders; and the bid found to be the most advantageous bid shall be accepted.





Page | 14

- Financial Proposal shall contain separate envelop of 2.50 million Bid Security
- The shortlisted Bidders will be technically evaluated and those securing a minimum of 70% marks in the technical evaluation will be qualified for Financial Evaluation
- In case of only one bidder secures equals to or greater than 70% score in technical evaluation, NITB may decide to lower the cut-off score for technical qualification but not beyond 60%.
- During the technical evaluation no amendments by the bidder in the technical proposal shall be permitted
- After the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publicly at the time, date and venue announced and communicated to the bidders in advance, within the bid validity period
- The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders
- The contract may be awarded to bidder(s) securing highest combined score of Technical plus Financials Bids. The overall bid score has been divided as follows:
 - Technical Proposal Evaluation carries 70% weightage; whereas
 - Financials Proposal Evaluation carries 30% weightage.
- The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any Bidder who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.
- The procuring agency shall incur no liability, solely by virtue of its invoking sub-rule (1) towards Bidder who have submitted bids or proposals (as per PPRA Rule 33-2)
- Notice of the rejection of all bids or proposals shall be given promptly to all Bidders that submitted the proposals.

2. Instructions to Bidders

2.1 Language

The Bid and all documents relating to the Bid, exchanged between the Bidder and the Purchaser, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Bid.

2.2 Bid Document

The bid document along with BRSD can be downloaded from the NITB or PPRA websites.

2.3 RFP Clarifications and Questions

To ensure fair consideration for all Bidders, NITB prohibits communication to or with any department, officer or employee during the submission process except emailing at <u>picep@nitb.gov.pk</u>. If the Bidder should be in doubt as to the meaning of any of the Proposal documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, Proposers shall email on above given email address for interpretations or clarification.

Any interpretation will be made only by an addendum. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a bidder shall be binding.





2.4 Pre-Bid Meeting

A pre-bid meeting may be scheduled according to 'Annexure A' at the NITB premises to respond to queries of interested bidders.

Queries from the Bidders (if any) for seeking clarifications regarding the specifications of the services must be received in writing to the NITB. Only written queries will be responded in the pre-bid meeting. NITB reserve the right not to address any verbal query during meeting (pre-bid meeting), Phone calls or any other verbal medium.

Bidders should note that during the period from the advertisement of the Bid till the receipt of the bid, all queries should be communicated to contact person(s), mentioned in this document, in writing via e-mail or post only.

Please include the following reference as the subject of your email/letter:

"Application Software Solutions (National Assembly, Senate and Ministry of Parliamentary Affairs)" Response to any Participant's inquiries will be made in writing by NITB in a timely manner to all prospective Participants. Any oral interpretations or clarifications of this RFP shall not be relied upon. Bidders are also required to state, in their proposals, the name, title, fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

Any changes or clarification resulting from the pre-bid meeting will be shared in writing by NITB. NITB will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

2.5 RFP / Bid Price

The quoted price shall be:

- Itemized;
- In Pak Rupees;
- Inclusive of all taxes, duties, levies, insurance, freight, etc.

• Best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;

• Including all charges up to the delivery point / closeout;

• If not specifically mentioned in the Bid, it shall be presumed that the quoted price is as per the requirements given in this document;

Where no prices are entered against any item(s), the price of that item shall be deemed to be free of charge, and no separate payment shall be made for that item(s);

• Withholding Tax, Sales Tax and Other Taxes: The Bidder is hereby informed that the NITB will deduct tax at the rate prescribed under the Tax Laws of Pakistan, from all payments for products and services rendered by any Bidder who signs a contract with NITB;





2.6 RFP Schedule

Critical dates and milestones in connection with this RFP.

2.6.1 Timeline of the project:

Total duration of the project (All Deliverables) is 20 months.

2.6.2 Ownership of the project:

All the modules developed/customized in the project shall be the property of Government of Pakistan with source code, libraries, packages, and patent.

2.6.3 Vendor Responsibilities

The vendor will be bound to deploy all the code at NITB's/GoP GitHub/ alike application with staging and production version and release version maintenance. The release should be auto pushed from staging to production.

2.6.4 Technology Transfer

The vendor will be bound to deliver complete technology and to provide running development environment of the latest release. The Vendor shall be bound to provide the support operational services for one year till FAC sign off.

2.6.5 Priority of the Modules

NITB will provide priority of the module's development, which needs to be developed in first 08 months of the project as mentioned in the data sheet.

2.6.6 Development Model

The vendor is requested to clearly mention the development model to be used for the project. If the vendor is to propose off-the-shelf application with customization, then it will be the vendor responsibility to provide the source code of the product and to ensure that 100 % customization is possible of such product. No other agency/company name shall be allowed on the application.

2.6.7 Application Details

The application developed/get available through this RFP shall be with GoP name, logos, and banners etc. only.





3. System architecture requirements

The Proposed solution architecture must be in-line with the needs of the Parliament in terms of the flexibility and maintenance of the IT system. The Parliament advocates a modular architecture based on interoperable components. These principles must be visible at all levels of the proposed solution architecture.

3.1General requirements for the proposed solution architecture

Table following contains a specification of non-functional general requirements submitted to the architecture of the proposed solution computer system.

Basic Architecture Requirement.

The Proposed solution architecture must be based on open standards, supporting for the most common open standards (XML, XSD, XSLT, WSE, (x) HTML, WebDAV, SOAP, RESTFUL).

The Proposed solution architecture must be Service-Oriented Architecture (SOA).

The Proposed solution architecture will be a client-server type, organized in at least 3 vertical levels, clearly separated, so each higher level depends only on its lower level - data level, the logic, and the presentation layer (data layer, business layer and presentation layer).

The solution shall support hosting in physical servers, virtualization platform or on the Cloud

The Proposed solution architecture should be tailored to the implementation can also use virtualized environments.

The system should allow both physical and virtual, if necessary, architectural levels distribution.

The communication between all system components will be secured/encrypted, using the internal interfaces of the system components for this purpose.

Bidder must provide a detailed solution design and architectural design for planned installation of the proposed product.

The Proposed solution should be accessible from secured channel over the Internet and Intranet.

3.2Requirements for the presentation level of the proposed solution architecture

The degree of presentation of the architecture is responsible for ensuring the interaction of users with the business functions of proposed solution. This level of architecture manages how users' access and use the functions of the IT system and to perform their work tasks and for administrative purposes. The following table contains a specification of non-functional requirements submitted to the level of presentation of the architecture of the proposed solution computer system.





Requirement

The Proposed solution will allow the user to use a single client application to access all business functions for which the user is authorized. Exceptions are allowed for roles with privileged rights.

The client application can be run in standard operating environments or minimal configurations by the User (for example, only standard system software).

The standard client application for Proposed solution will be the WEB browsers with support for containerized/VDI.

The presentation level will not implement business rules, except validation of input data.

3.3 Requirements on the proposed solution architecture business logic

The business logic of proposed solution architecture implements the basic functionalities of the IT system. Business logic is responsible for accessing, processing, and transforming data from applications, managing business rules, and ensuring consistency and accuracy of data.

The level of business logic is accessed through the presentation level to make the business functions of the IT system available to users. It can also provide these functions to external IT applications through specialized application interfaces, which are also part of the business logic level.

The SOA architecture requires a high degree of granularity at the level of blocks that are components for business logic. Each logical block provides its functions through internal and / or external interfaces. Other business logical components, presentation-level components, or external systems can access to them.

The following table contains the specifications of the non-functional requirements that are to be developed at the level of business logic of the architecture of the proposed solution.

Requirement

The level of business logic must be completely independent of the level of presentation and applications that directly access the level of business logic (through specialized application interfaces).

The level of business logic must have a completely modular architecture based on components that can be used and abstract interfaces. At this level, there must be no identical functionality made by different components at this level (for example: data access).

The business logic level must include and define the "business workflow" and the components of the "business entity".

The access to the components of "business entity" will be done through the components of "business workflow".

The business entities must be clearly identified at the level of business logic and encapsulated in components of the type "business entities".





Requirement

Components of the type "business entity" must be complete and contain all business data and logic associated with the business entity that it possesses, necessary for conducting business operations, applying the relevant business rules, and maintaining the integrity and accuracy of the contained data.

The business logic components must communicate with each other through dedicated internal interfaces/functions (tight coupling).

The business logical components must be accessible to external applications only through external Application Interfaces (APIs) defined for that purpose.

The architecture at the level of business logic will allow the competitive access to the Proposed solution objects and functions.

3.4 Confidentiality

The Bidder (whether or not he submits a Proposal to the RFP) shall treat this RFP document and its details as confidential. No information pertaining to this RFP or the examination, clarification, evaluation, comparison and award of this RFP shall be disclosed to other Bidders or any other persons not officially connected with the RFP process, including, but not limited to, the Bidder's own affiliate companies and subsidiaries. The Bidder is not permitted to make any public announcement or release any information regarding this RFP without NITB's prior written approval.

NITB reserves the right to share the Bidder's response to this RFP with its advisors and affiliates. In the event the Bidder commits a breach of confidentiality, NITB reserves the right to disqualify the Bidder from this RFP process and furthermore not include the Bidder in any future similar exercises. NITB is not responsible for declaration of the short listed Bidder(s).

The Bidder shall state clearly those elements of its response that it considers confidential and/or proprietary. Failure to properly identify and mark confidential or proprietary information may result in all information received being deemed non-confidential, non-proprietary, and in the public domain. Separate Non-Disclosure Agreement shall be signed with the successful Bidder(s) upon award of contract.

3.5 Notices

In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Parties, the same shall be: In writing;

- Issued within 05 working days;
- Served by sending the same by courier or registered post to their principal office as they shall notify for the purpose; and
- The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.





Page | 20

3.6 Option to Bid

The bidders must Bid for all of the required systems, however in that case, it is preferred that the Bidders form joint venture in case they do not offer all required systems. Further in such cases, where NITB opts to select best solution from respective different Bidders for each solution, then each Bidder must provide complete integration support amongst the systems.

3.7 Joint Venture

Bids submitted by a joint venture of two or more companies or partners shall comply with the following requirements:

- a) The Bid, and in case of successful Bid, the Contract form, shall be signed by all so as to be legally binding on all the partners;
- b) Joint venture (JV) arrangement maybe to pool their resources (Technical and HR only), however, all the JV companies must be in IT business, and all must be registered with SECP At the time of contract signing
- c) The Financial strength will be considered only of the Lead Bidder.
- d) The Lead Bidder MUST be registered in SECP at-least for the last 10 years (reference clause 11.1); and this authority shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- e) The Lead Bidder shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture.
- f) All partners of the joint venture shall be liable jointly and severally for the executing of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization as well as in the Bid Forms and the Form of Agreement (in case of a successful Bid); and
- g) A copy of the agreement entered into by the joint venture partners shall be submitted with the Bid.

3.8Corrupt Practices

NITB requires that bidders / contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices.

NITB will reject a proposal for award, if it determines that the bidder recommended for award was engaged in any corrupt or has been blacklisted.

Any false information or misstatement on the part of the bidder will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.

3.9 Penalty

a. If the bidder fails to complete the Assignment within the given timeline as defined in of the ToRs and agreement, Penalty of 0.5% of the total contract value (total bid amount) per week (Five days will be considered as one week) will be charged up to maximum of 20% of the agreement/contract value. Thereafter, work order will be





cancelled, the agreement will be terminated and in addition to penalty the Performance Guarantee will be forfeited.

b. In case of non-satisfactory maintenance and support services by the bidder during the contract term and as determined by the NITB, the Penalty at rate of 0.1 percent per day of the contract value will be applicable on the bidder until the performance is improved up to the satisfaction of NITB.

3.10 Warranty / Maintenance & Support Services

The warranty/maintenance and support services shall remain valid for a period of one year after the final deliverable of the project, without any additional cost, till Final Acceptance Certificate sign off. NITB shall promptly notify the bidder in writing of any claims/issues arising during the warranty period and the successful bidder/ contractor shall provide immediate services as solution in reasonable time without any cost effect to NITB. All bugs/issues shall be addressed by the bidder during the warranty/maintenance and support period.

However, all respective functional/structural requirements, new enhancement, bugs/issues shall be addressed by the bidder during the contract period.

3.11 Provisional Acceptance and Final Acceptance Certificates

Acceptances and payments will be done as per the schedule (Annex-C).

3.12 Security Audit of Application

Before deployment of the final & tested version of application, the contractor shall hire services of the reputed third party in consultation with NITB to carry out the penetration testing, source code review and security audit of the developed application to identify the vulnerabilities and report will be submitted to NITB. The vendor should compliance the reports if any vulnerabilities are identified by the third party audit firm and resubmit the final audit report.

4. Requirements relating to the Technological Platform

The technology platform is composed of all software and hardware components needed to provide an operational environment in which proposed solution will operate. The Bidder is bound to provide the complete Architecture including Hardware (compute power and storage) in the bid document. The technology platform includes: development platforms and programming languages in which the code of the computer system develops, systems for managing databases, operating systems on which





Page | 22

the system components can work, a specific guarantee is needed for the program to work properly on the computer system, the hardware platform on which the system components function, etc. In order for the system to be accommodate, flexible and easy to maintain, there must be a minimum level of systemic dependence on the technology platform that processes its components.

4.1 General requirements (proposed solution) technology

platform

The following table contains a specification of non-functional general requirements submitted to the proposed solution IT platform.

Requirement

The technologies at the level of the technology platform must be homogeneous (a minimum number of different technologies, for example: the same middleware and database operating systems).

The Proposed solution must support the creation, modification, processing, storage, and access of text in Unicode format (English and Urdu).

The bidder will offer in its offer comprehensive and exhaustive information about the technology platforms supported by its application and the relevant restrictions.

The Proposed solution should provide support for XML and Web 3.0 technologies.

System must natively support Simple Network Management Protocol (SNMP) traps

The solution shall store the content (documents, tables, images, video, sound, and metadata) in a relational database management system.

4.2 Requirements for the level of digital signing on the Proposed solution Technology Platform

This section contains the conditions of the technologies that are present at the level of Proposed solution digital signing of XML and PDF documents.

The following table contains all requirements specific to the level of data from the Proposed solution technology platform.

Requirement

The browser extension for digital signing of XML shall provide digital signing of XML documents with compliance (but not limited to) the following standards XMLDSig XADES (XADES Basic, XADES-T, XADES-XL)

The browser extension for digital signing of XML shall be fully compliant with XAdES (XML Advanced Electronic Signature) standard for digital signing and the compliance shall be verified





using ETSI Signature Checker (<u>http://signatures-conformance-checker.etsi.org/pub/index.shtml</u>) in accordance with ETSI 101 903, TS 103 171 and EN 319 132-1&2.

The browser extension for digital signing of XML shall support LTV signing of XML documents.

Browser extension for digital signing of XML must be with at least included 1 year subscription and auto update.

The browser extension for digital signing of PDF documents shall enable digital signing of PDF and PDF-a documents with compliance with the following standards PDF (ISO 32000-1), PAdES Basic, PAdES Enhanced, PAdES LTV (long term validation) and PadES LTA (Long Term with Archive time-stamps).

The browser extension for digital signing of PDF documents shall be fully compliant with PAdES (DF Advanced Electronic Signature) standard for digital signing and the compliance shall be verified using ETSI Signature Checker (http://signatures-conformance-checker.etsi.org/pub/index.shtml) in accordance with TS 102 778 and EN 319 142-1&2.

4.3 Performance requirements

The Proposed solution must have the ability to process in due time transactions made by Parliament users in accordance with the volume resulting from the Parliament activity.

The following table identifies the performance requirements to which Proposed solution must respond.

Requirement

The search response time of an external user/service should not exceed one second (it does not apply to generating a report).

The Proposed solution must be able to manage up to 5000 authorized users

The bidder will include in the administration and operation of the system to guide process information that can reduce the efficiency of Proposed solution and its recommendations for the simultaneous operation of these processes (for example: it is not advisable that the X process for generating daily reports, simultaneously with the process Y of generating a backup copy).

The report generation and access to business analysis information should not affect the operational performance of the system at the transaction processing level.

The system documentation will identify significant performance impact reports and the bidder's recommendations for generating those reports will be formulated in such a way that it will not affect the Proposed solution performance indexes.

The bidder shall indicate in its tender the guaranteed minimum values for the characteristics of the operation of the system in relation to the technology platform recommended by the bidder.





4.4 Requirements of User Interface and Ergonomics

The system interface must be user friendly, easy, and intuitive to use. The time required for training to use Proposed solution should be minimal. The users will have access to support information at any time to facilitate the proper use of the system.

The following table contains requirements for user characteristics to which Proposed solution must respond.

Requirement

All business functions accessible Proposed solution users must be able to be accessed by graphical user interfaces.

The system must have friendly user interfaces, intuitive and convenient in usage for users with non-administrator role and the administrator. Information required for the performance of their duties the user service should be visible and accessible.

User interface Proposed solution must have unique styles of graphic design. Graphics and texts used should be used consistently from the point of view of meaning associated with them.

All users must be interfaces developed at least in official languages and alphabets. The user will be able to select the language version of the user interface.

Interface users will be optimized for desktop computers or laptops with widescreen resolution.

Proposed solution it has, for the most important functionalities, the possibility of adapting the user interface (the interface will deliver responsive design) depending on the device used by the (notebook, desktop computer, Tablet, smartphone).

Proposed solution must allow the definition or translation of centralized specific terms used within the system (example: Delete = Remove). These terms will be picked in a manner that is in all cases to use their system.

Proposed solution will allow saving of intermediate operations initiated by the user (automatically or at the request of the user).

Proposed solution must have integrated search function. Procedures for data retrieval and records will be achieved through simple searches (specify some search strings) or searches of higher complexity, through which you can achieve a more exact information filtering

The contents of any table of results must be exported either in format DOC/XLS/XLSX, DOCX and PDF.

4.5 Scalability requirements

When using the proposed solution, the number of processed transactions and competing users can be significantly increased or reduced from one period to another. To rational use of processing resources, the IT system must be adaptable (up and down).

The following table contains the scalability requirements that apply to the proposed solution

Request for Proposal, National Information Technology Board, plot No 24B, H-9, Islamabad





Page | 25

Requirement

The Proposed solution will provide increased processing capacity without interrupting their operations. To this end, the system will support the horizontal expansion of the processing capacity (for example: adding new servers and load balancing).

The Proposed solution can be configured to automatically adjust to key levels (lag sensitive). The system will be adjusted up and down.

The system must be capable of serving virtually an unlimited number of transactions, with conditions of adequate allocation of resources for data processing and storage. The resources will be allocated horizontally (allocation of new servers without increasing the performance of existing servers).

The system must be scalable; the Proposed solution must be able to expand the number of the users, with no change in the initial solution and with no further licenses. The solution should be scalable both vertically, as well as horizontally. The bidder should specify the architecture for planned vertical and horizontal scaling.

The system must ensure a balanced distribution of load on different hardware and software to operate the system within acceptable parameters with increasing system load.

4.6 Security architecture requirements

This section contains the security architecture requirements implemented within the proposed solution. The following table contains all the requirements of the proposed solution security architecture

Requirement

The Proposed solution architecture must be conceived using a Secure by Design approach.

The security architecture of the Proposed solution system must be documented at the technical level.

The documentation will describe the implemented security model, the present components, and the role of each component in terms of security.

The documentation will include the network-level specifications of the system components and the network provider's network access rules that should be set by the Parliament for secure access to all system components (for example, a communication link between services). The vendor should discourage the use of default ports.

All system processes associated with system components will work with minimum privileges required to perform assigned tasks.

All access credentials used by the application must be configured in the administrative interfaces. The Proposed solution will not contain hard-coded access credentials.

The Proposed solution will not store stored credentials in the open form at the level of its components (in the database, configuration files).





Page | 26

Requirement

All external Proposed solution interfaces will be accessed using secure authentication methods (for example: certificate X.509).

The system must support encrypted communication channels as HTTPS, SSL, TLS. The bidder shall propose and integrate certifier authority.

The Proposed solution will ensure the confidentiality of the transmitted data on the communication channels.

The user actions are recorded in electronic logs.

4.7 Authentication mechanism requirements

This section contains the requirements for an authentication mechanism that needs to be implemented within the proposed solution.

The following table contains all the requirements of the proposed solution authentication mechanism.

Requirement

The Proposed solution will allow access to its functions only after a successful identification of the user / administrator.

The Proposed solution will support at least the following authentication methods: based on ID and password or Windows authentication (Active Directory Integration).

The Proposed solution will allow users to change their individual passwords.

The Proposed solution will allow users to register their account information (example: ID, password, name, surname, email, etc.).

The user passwords must be encrypted. The method of protecting passwords must ensure that they are not intercepted, seized or recovered.

The Proposed solution will allow defining and implementing a set of rules for using passwords. The policies must allow setting conditions at least for:

- complexity of password;
- mandatory password change;
- term of validity of the password;
- re-use of passwords;
- the number of Authentication attempts failed;
- dictionary for forbidden passwords.

The IT system will provide the user with timely information on the application of policies for using the passwords (for example, a password expiration message for N days).





Requirement

The Proposed solution will allow differentiated use of policies for using passwords for different user groups.

The Proposed solution will allow to block, disable or suspend user accounts at the application level.

The Proposed solution can be integrated with the Parliament deployment service. When creating a new user account, the Proposed solution will have the option of selecting from the list of available users in the directory service, if implemented.

The Proposed solution can be integrated with external services such as "ISP" (Identity Services Providers). For this purpose, open standards and protocols from the field will be used (for example: SAML). The authentication methods that need to be supported by including an external ISP are:

- ID and password;
- Certificate X.509;

For mobile applications, access will be based on user access credentials and a unique key in the client application configuration. The communication with the system server will be encrypted.

5. Indemnification

By Bidder: Bidder will, at its own expense, indemnify and hold harmless NITB, and their respective officers, directors, employees, representatives, licensees and agents from and against and in respect of any and all claims, liabilities, allegations, suits, actions, investigations, judgments, deficiencies, settlements, inquiries, demands or other proceedings of whatever nature or kind, whether formal or informal, brought against NITB or any of their respective officers, directors, employees, representatives, licensees or agents, by any third parties against and in respect of any and all damages, liabilities, losses, costs, charges, fees and expenses, including without limitation reasonable legal fees and expenses, as and when incurred, relating to, based upon, incident to, arising from, or in connection with any claim or allegation with regard to any misrepresentation by the bidder, breach of any provision of this document by the bidder, negligence or willful misconduct of the contractor, infringing in any manner any copyright, trademark, intellectual property, trade secret or patent of any third party. The foregoing obligation is subject to NITB giving bidder a prompt written notice of any claim and giving the bidder sole control of the defense of such claim. Bidder agrees that it may not, without NITB's prior written consent, as the case may be, enter into any settlement or compromise of any claim that results in any admission of liability or wrongdoing on the part of NITB, as the case may be.

To the fullest extent permitted by law, the bidder shall indemnify and hold harmless NITB and their respective officers, directors, employees, representatives, licensees and agents from and against claims, damages, losses and expenses, including but not limited to legal fees, arising out of or resulting from performance of the work under this document in relation to any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death to the bidder's personnel or any third party hired by the bidder or to injury to or destruction of tangible property.





6. Preparation of Bid

6.1 Cost of Bidding

The issuance of this RFP and the receipt of information in response to this RFP shall not in any way cause NITB to incur any liability or obligation to the bidder (and /or any proposed Subcontractor(s), if any), financial or otherwise. NITB assumes no obligation to reimburse or in any way compensate the bidder for costs and/or expenses incurred in connection with the bidder's Proposal in response to this RFP. All costs and expenses incurred by the bidder (and/or any proposed subcontractor(s), if any) pertaining to all activities in the preparation, submission, review, selection and negotiation of the bidder's proposal in response to this RFP shall be borne by the bidder (and/or any proposed subcontractor(s), if any) ("costs and expenses").

6.2 Bid Security / Earnest Money Deposit (EMD)

In accordance with PPRA Rules 2004, Rule 25, the Bidder will submit a bid security of PKR 2.50 Million in shape of Bank Draft/Bank Guarantee in favor of National Information Technology Board;

- The Bid Security issued by any scheduled bank of Pakistan will be acceptable. Cheques will not be acceptable in any case. Bid security of the successful bidder will be returned once the Performance Guarantee is submitted to NITB;
- The bid security shall be part of financial bid envelope, failing to do so will cause rejection of the bid;
- The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:
 - If the Bidder withdraws the Bid during the period of the Bid validity specified by the Purchaser; or
 - If the Bidder, having been notified of the acceptance of the Bid by the Purchaser during the period of the Bid validity, fails or refuses to furnish the Performance Security, in accordance with the Bid Document.
- The Bid security shall be returned to the technically unsuccessful Bidder with unopened/sealed financial bid.
- While the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only within one month period.
- Validity of the Bid Security should be 180 days minimum.

6.3 Technical Proposal

Bidders are required to submit the technical proposal stating a brief description of the bidder's organization outlining their recent experience, the names of professional staff / sub-supplier(if applicable) who participates during the assignment, solution offered with feature set, the technical approach, sample templates/prototypes of deliverables, methodology, detailed work plan / work breakdown structure, organization and staffing, workable suggestions that could improve the quality and effectiveness of the assignment. Submittal requirements for information can be found in subsequent section.

Note, the bidder shall also provide recommended specification of hardware (hardware sizing) along with performance benchmarks for the proposed system. Refer Annexure B – Submittal Requirements for Technical Proposal.





Any other technical and/or sales and marketing materials provided separately by the bidder shall not be considered as part of the proposal. Such additional materials may be provided as a part of annexures.

6.4 Financial Proposal

The Financial proposal shall be prepared using the standard form attached, duly signed by the authorized representative of the bidder.

The bidder shall provide its list of costs with all items described in the Technical proposal priced separately.

Refer Annexure C – Submittal Requirements for Financial Proposal. Note, pricing shall be provided in an itemized way.

Any function with specifications responded as 'Can be developed' must be made available during implementation or before Go-live without any extra cost.

6.5 Payment Terms / Schedule

Payments will be made by NITB against the invoice/s raised by the bidder by following the procedure in vogue against each milestone on production of following documents: Sales tax invoice duly signed and stamped by the organization.

NITB shall issue the Provisional Acceptance Certificate (PAC) after sign-off from the nominated person(s) from the National Assembly, Senate and Ministry of Parliamentary Affairs, on each module. Vendor shall be responsible to get the sign-off from the above nominated persons.

NITB shall issue the Final Acceptance Certificate (FAC) after the completion of <u>One Year</u> Support & Maintenance period

There will be no Advance payment / mobilization.

Following is the payment schedule based on defined milestones:

S.No.	Milestones	Payment %	Remarks
1	Provisional Acceptance Certificate (PAC)*	75 %	
2	Technology Transfer **	15 %	For particular module cost
3	End User Training ***	10 %	
4	Final Acceptance Certificate (FAC) ****	-	Release of performance guarantee is subjected to obtaining of FAC

 $Page \mid 29$ Request for Proposal, National Information Technology Board, plot No 24B, H-9, Islamabad





*Provisional Acceptance Certificate (PAC) includes the sign-off from the nominated person(s) from the National Assembly, Senate and Ministry of Parliamentary Affairs, for following (Priority Modules and remaining Modules):

- Specification Requirements Specifications (SRS)
- Development
- Testing and Quality Assurance
- Deployment
- Source Code (verification by NITB only)

** Technology Transfer includes:

- Training and capacity building of all technical staff (NITB, National Assembly, Senate and Parliamentary Affairs)
- Technical Documentation (High-level and low-level diagrams, Module flow diagrams, Architectural diagram)

*** End-User Training includes:

- End-user Training (Hand holding)
- User Manuals (Videos, Computer-Based Trainings and Handouts)

**** Final Acceptance Certificate (FAC) includes:

- Completion of one year of support period
- Complete Source Code with all patches for all modules (verified by NITB)
- Work Completion Certificate by vendor

6.6 Bid Currencies

Bids are to be quoted in PKR. Bids received in any currency other than PKR shall not be accepted.

6.7 Advice of Omission or Misstatement

In the event it is evident to a bidder responding to this RFP that NITB has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding bidder shall advise the contact identified in the RFP Clarifications and Questions section above of such omission or misstatement.

6.8 Bid Validity Period

The bid shall have a minimum validity period of One Hundred and Eighty (180) days from the last date for submission of the Bid. The Procuring Agency may solicit the Bidder's consent to an extension of the validity period of the bid. The request and the response thereto shall be made in writing.

Bid Security shall also be suitably extended. The Bidder may refuse extension of validity period of the Bid, without forfeiting the Bid security.

6.9 Additional Charges

No additional charges, other than those listed in the financial proposal, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to the site, setup, installation, training etc.

Page | 30

Request for Proposal, National Information Technology Board, plot No 24B, H-9, Islamabad





Page | 31

6.10 Right to Request Additional Information

NITB reserves the right to request any additional information that might be deemed necessary during the evaluation process.

6.11 Right of Refusal

The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any Bidder who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.

The procuring agency shall incur no liability, solely by virtue of its invoking sub-rule (1) towards Bidder who have submitted bids or proposals.

Notice of the rejection of all bids or proposals shall be given promptly to all Bidders that submitted the proposals.

7. Submission of Bids

7.1 Sealing and Marking of Bids

Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the financial proposal and the technical proposal. Envelope shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion.

The bids along with the bid security, must be dropped at: National Information Technology Board. All submissions are due to the attention of the authorized person, no later than the date and time specified in Annexure A. Any proposal received after the due date and time will not be accepted by NITB.

7.2Proposal Identification

Proposal submissions must be organized according to the instructions provided in this and separately packaged, sealed and identified as follows:

- Identify as Technical or Financial Proposal
- Bid Number:
- Title: Application Software Solutions ()
- NITB, Plot No 24B, H-9, Islamabad, Pakistan.

Proposal submissions must include the following copies:

- One (1) original version of the entire Technical Proposal with original signatures;
- One (1) photocopied version of the entire Technical Proposal;
- One (1) softcopy containing the entire Technical Proposal;
- One (1) original version of the Financial Proposal with original signatures;
- One (1) photocopied version of the entire Financial Proposal;
- One (1) softcopy containing the entire Financial Proposal.

Softcopies of Technical as well as financial proposal are required to be submitted in the form of USB in the respective sealed envelopes. The files must be unprotected, editable, electronic documents and must be clear of any viruses, imbedded documents, or executable links.





7.3 Extension of Time Period for Submission of Bids

NITB may extend the deadline for submission of bids, if the following condition exists;

- If Procurement Committee is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended;
- If Procurement Committee decides to extend the deadline due to any administrative reason.

7.4 Late Bids

Late bids shall not be considered. Therefore, it is suggested that the response be sent in a manner that ensures it arrives on time, for example: through verifiable courier, Registered Mail or in person. Responses through Fax, email, and non-registered delivery through Pakistan Post Mail will not be considered.

7.5 Presentation by Bidders

Bidders may be asked to present their proposal as per the terms and conditions listed along with the announcement of this RFP. The Bidder will be required to provide and present a detailed and comprehensive project management plan that will become the sole source for determining implementation tasks and completion time of each task. The bidders are expected to present the technical proposal and the various components fitment within the overall proposal. The bidder must be able to answer all queries and question of the evaluation committee within the presentation.

7.6 Modification or Withdrawal of Proposals

Proposal modification and withdrawal terms and conditions are governed by the NITB procurement rules / PPRA Bid rules and Regulations. Such laws and regulations shall always prevail at all times. Under no circumstances shall a bidder be allowed to modify or withdraw his proposal if such actions are prohibited by the relevant Bid laws.

7.7 Submittal Requirements

• For Technical Proposal, please ensure that the listed requirements in "Annexure B" are provided.

• For Financial Proposal, please ensure that the listed requirements in "Annexure C" are provided.

8. Opening and Evaluation of Bids

8.1 Opening of Bids by NITB

Initially only the envelope marked "TECHNICAL PROPOSAL" shall be opened and envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the NITB without being opened. NITB shall evaluate the technical proposal and without reference to the price and may reject any proposal which does not confirm to the specified requirements.

8.2 Modification of Bids

No bidder shall be allowed to alter or modify its bids after the expiry of deadline for the receipt of the bids unless, NITB may, at its discretion, ask a bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered or permitted.





8.3 Missing Information

Information requested in this document is aimed to evaluate the bidder and their system in a best possible way, therefore NITB encourage bidder to furnish the information as requested in this document. Any missing information shall be considered as not available.

8.4 Addendum or Supplement to Request for Proposal

At any time prior to the deadline for submission of the Bid, NITB may, for any reason, whether on its own initiative or in response to a clarification request by prospective bidder, modify the RFP by issuing addenda.

A summary of all questions and responses as well as any adjustments regarding the scope of this Bid - if any, will be prepared and distributed to all potential bidders that submitted their intent to bid. It is the responsibility of Bidder, prior to bid date, to inquire as to addenda issued and to ensure their bid reflects any and all changes. NITB will maintain a register of holders of this RFP. All addenda must be acknowledged on the Form of Proposal page and copies of the signed addenda must be included in the Bidder's proposal.

8.5 Request for Demo Sessions

Shortlisted bidders shall be contacted within 2 weeks after the date of opening of technical proposals. For detailed demo / POC sessions, each bidder shall be able to demonstrate their capabilities on technical and functional requirements stipulated in this document.

Shortlisting will purely be based on the information provided in the submitted proposal and related documents, where the eligible bidder would acquire at least 70% score in the given technical evaluation criteria. Note, the shortlisted bidder's evaluation score shall be recalculated based on the results of the demonstrations and detailed analysis of the proposed solution(s).

For these session, Bidders shall be required to setup the environment for demonstration of the solution and the select processes in NITB premises.

8.6 Current References

The Bidder must provide in the proposal the names and complete contact information of at least three (3) client references in prescribed format under **Annexure-D** who:

Are able to discuss Bidder's performance in providing solutions similar to those contemplated in this RFP, and

Have agreed to be contacted by NITB representatives. NITB expects the bidder to contact their client references to confirm their availability to speak with NITB during this time.

8.7 Bidder Evaluation

Contract(s) shall be awarded at the sole discretion of NITB after evaluation of the bidder's proposal, reference discussions, negotiations, determination of competitive advantage and cost. Bidder must have a satisfactory record of contract performance, integrity, business ethics, adequate financial resources (in the opinion of NITB) and vision to meet the contractual requirements contemplated in this RFP. By submitting a proposal, the Bidder warrants that:

a) It is legally authorized to provide the subject solution(s) globally or locally,

b) It is in compliance with all applicable laws and regulations,

c) It is not prohibited from doing business with NITB by law, order, regulation or otherwise, and

d) The person submitting the proposal on behalf of the Bidder is authorized to bind it to the terms of the proposal.





An evaluation committee ("Technical Evaluation Committee") specifically formed for this RFP process will evaluate all submitted proposals. Proposals may be evaluated and eliminated without further discussions and at the sole discretion of NITB. NITB will be the sole initiator of discussions to clarify or negotiate the proposal offerings. The NITB evaluation committee will evaluate each proposal based upon their understanding of the proposals. The NITB evaluation committee will conduct a fair, impartial and comprehensive evaluation of all proposals. If applicable, a contract shall be awarded, taking into consideration the best interests of NITB. The selection criteria is defined in subsequent section and may include:

- a) Experience of the bidder with similar projects, size and scope
- b) Management and staff profiles
- c) Solution differentiation and implementation approach
- d) Details of Scalability, Performance, Integration, Configurability, Parameterization
- e) Cost/Value/Favorable contract terms & conditions

NITB reserves the right to award a contract without any further discussion with the bidder(s) who have submitted proposals in response to this RFP. Therefore, proposals should be submitted initially on the most favorable terms available to NITB from a price, contractual terms and conditions, and technical standpoint. However, NITB reserves the right to conduct discussions with Bidders who submit proposals that pass the initial screening process for the feasibility of the solution(s).

NITB is not under any obligation to reveal, to a bidder, how a proposal was assessed or to provide information relative to the decision-making process.

NITB shall evaluate a bidder's "confidence in its own ability to perform" based on a bidder's willingness to provide NITB with meaningful contractual assurances and remedies NITB may exercise in the event of that Bidder's non-performance.

8.8 Proposal Acceptance

A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature of the Participant bidder or an officer of the Participant bidder legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the Participant of all terms and conditions including compensation, as set forth herein. A Participant shall identify clearly and thoroughly any variations between its proposal and the NITB's RFP. Bidder shall ensure that every page of their proposal is signed and stamped.

8.9Discussions Prior to Evaluation

If required, prior to evaluation of the technical proposal and financial proposal, NITB may, within 6-7 days of receipt of the technical and financial proposals, call upon any of the Bidders to discuss or to ask for clarification about anything contained in the technical proposal submitted by the Bidder or may seek clarification in writing through email.

8.10 Availability of Professional Staff / Experts

Having selected the bidder on the basis of, among other things, an evaluation of proposed professional staff, the NITB expects to get the contract executed by the professional staff named in the proposal. Before contract negotiations, the NITB shall require assurances that the professional staff shall be actually available. NITB shall not consider substitutions during contract negotiations unless both parties agree that

Request for Proposal, National Information Technology Board, plot No 24B, H-9, Islamabad





Page | 35

undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that professional staff were offered in the proposal without confirming their availability, the Bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and his name be submitted by the Bidder within the period of time specified in the letter of invitation to negotiate.

8.11 Alternative Provisions

Alternative proposals are not allowed.

8.12 Redressal of Grievances by the Procuring Agency

The Purchaser will constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

- Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.
- The GRC (Grievance redressal committee) shall investigate and decide upon the complaint within ten days of its receipt
- In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report
- Any bidder or party not satisfied with the decision of the GRC, may file an appeal before the Authority within thirty days of communication of the decision subject to depositing the prescribed fee and in accordance with the procedure issued by the Authority. The decision of the Authority shall be considered as final.

9. Award of Contract

9.1Award Criteria

NITB shall award the contract to the successful bidder, whose bid has been determined to be substantially responsive in the view of our requirements & expectations and has provided the most competitive bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

9.2NITB's Right to Accept Any Bid and to Reject Any or All Bids

NITB reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the bidder(s).

9.3Notification of Award

Prior to the expiration of the period of bid validity, NITB will notify the successful bidder in writing by letter or by facsimile, to be confirmed in writing by letter, that his/her bid has been accepted. The





notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of the performance security pursuant to section, NITB will promptly notify each unsuccessful bidder.

9.4 Signing of Contract

Within fourteen (14) days from the date of notification of the award the successful bidder shall furnish to NITB particulars of the person who would sign the contract on behalf of the successful bidder along with an original power of attorney executed in favor of such person. Draft contract will be shared with the successful bidder only.

9.5 Performance Security

Within (15) days of the receipt of notification of award from the Procuring Agency, the successful Bidder will furnish the Performance Security and sign the Contract. The value of Performance Security shall be 10% of the bid value to be issued by any scheduled bank of Pakistan having "A" rating. The Performance Security will remain valid till FAC sign off. Whereas, the warranty/Maintenance & support period shall commence upon successful closure of the project.

9.6 RFP Response Ownership

All information, materials and ideas submitted become the property of NITB upon submission. NITB reserves the right to modify, reject or use without limitation any or all of the ideas from submitted information. All information, materials and ideas contained in the Bidder's proposal can be used by NITB without any restriction, provided that NITB will not disclose any financial and pricing information the Bidder designates as confidential with any other potential Bidder. NITB reserves the right to share, disclose or discuss to any of its consultants any proposal in response to this RFP in order to secure expert opinion. Please submit the softcopies of technical and financial proposals in USB / CD / DVD, along with the respective proposal in sealed envelopes.

9.7 Integrity Pact

The successful bidder(s) shall upon the award of the contract execute an Integrity Pact with NITB. [Specimen is attached in Annexure "G"]

9.8 Non-Disclosure Agreement

The successful bidder(s) shall upon the award of the contract execute a Non-Disclosure Agreement with NITB. [Specimen is attached in "Annexure H"]

9.9 Contract Terms and Conditions

The successful bidder(s) shall upon the award of the contract, agree and sign a formal contract with NITB, which shall be based on the terms and conditions in this document, PPRA contractual guidelines and NITB's contractual requirements.

Where ever in conflict with the RFP and the contract or no safeguard of NITB is mentioned, the stipulation of PPRA 2004 as internally adopted by NITB shall prevail.





9.10 Mandatory support and Maintenance period

The vendor shall be bound to provide mandatory support and maintenance after the final deliverable of the project without any additional cost.

10. Scope of Work

The scope of work includes mainly three components software solutions including;

10.1 Ministry of Parliamentary Affairs

The modules wise processes and volume of work is defined in Business Requirements Specification Documents (BRSD). These documents were prepared through external consultancy firm last year. These BRSD documents are placed on the Website of NITB. The interested bidder can download the documents/ processes and software requirements without any cost.

Sr. No.	MoPA Software Modules Names
1.	National Assembly
2.	Senate
3.	E-Committees
4.	Public Affairs & Grievance
5.	Administration
6.	Coordination
7.	General
8.	Budget & Accounts
9.	Workflow Management System
10.	Dynamic Reporting Engine
11.	User Management
12.	Notifications (SMS)
13.	Executive Dashboards
14.	Public Portal for MoPA
15.	Mobile Application





10.2 Senate of Pakistan

The modules wise processes and volume of work is defined in Business Requirements Specification Documents (BRSD). These documents were prepared through external consultancy firm last year. These BRSD documents are placed on the Website of NITB. The interested Bidder can download the documents/ processes and software requirements without any cost.

Sr. No.	Senate Software Modules Names
1.	Legislation (Bills, Questions, Motions, Resolution, E- Parliament)
2.	Proceeding Management (Reporting, Editing, Proof Reading, Interpretation, Translation)
3.	E-Committees
4.	International Relations
5.	Protocol
6.	Member Services Management
7.	Transport Management
8.	Printing & Publication
9.	Library Management System
10.	Administration
11.	Financial Management
12.	Training Management
13.	Human Resource Management
14.	Workflow Management System
15.	Dynamic Reporting Engine
16.	Research Management
17.	Media Management
18.	Security Management
19.	Estate Management
20.	User Management
21.	Notifications (SMS)
22.	Executive Dashboards
23.	Interfaces with Ministries/Division/Attached Departments
24.	Public Portal for Senate
25.	Members Portal for Senate
26.	Employee Portal for Senate
27.	Mobile Application
28.	Legislative Drafting Unit
29.	Document Archiving and Retrieval System

Page | 38





30	0 .	Complaint Management System
3	1.	One Window Facility
32	52.	Receipt and Issuance (R&I) Management

10.3 National Assembly

The modules wise processes and volume of work is defined in Business Requirements Specification Documents (BRSD). These documents were prepared through external consultancy firm last year. These BRSD documents are placed on the Website of NITB. The interested Bidder can download the documents/ processes and software requirements without any cost.

Sr. No.	National Assembly Software Modules Names
1.	Members One Window Facility
2.	Information Archival and Retrieval System
3.	Workflow Management System
4.	Dynamic Reporting Engine
5.	Member Portal
6.	Employee Portal
7.	Public Portal
8.	User Management
9.	Mobile Application
10.	Notifications (SMS)
11.	Executive Dashboards
12.	Reference Data
13.	Interfaces with Ministries/ Divisions/ Attached Departments
14.	Bill Management
15.	Question Management
16.	Motion Management
17.	Resolution Management
18.	Notice Office Management
19.	Other Legislative Businesses / Proposed solution
20.	Legislative Drafting
21.	Reporting Management
22.	Debate Management
23.	Interpretation Management
24.	Committee Management
25.	Public Account Committee Module
26.	Inter-Parliamentary Relations Management
27.	International Relations Management
28.	Protocol Management
29.	Services Management

Page | 39

Request for Proposal, National Information Technology Board, plot No 24B, H-9, Islamabad





Page | 40

30.	Member Cash and Accounts
31.	Professional Telecasting System
32.	Audio Transmission System
33.	Transport Management System
34.	R&I Management
35.	Library Management
36.	Research Management
37.	Visitor Management
38.	Administration Management
39.	HRD
40.	Media Management
41.	Budget and Accounts
42.	Cash and Accounts
43.	Finance and Accounts
44.	Establishment Management
45.	Litigation Management
46.	Estate Management
47.	Confidential Management
48.	Parliamentary Committee
49.	PAC Implementation
50.	Audio Video Archival
51.	Proposed solution
52.	E-Committee
53.	Calling Attention Notice
54.	Notification (email, WhatsApp)
55.	Visitor Management System
56.	IT Inventory
57.	Employee Attendance System
58.	Contact Directory
59.	Digital Service Book
60.	Miscellaneous Legislative Business (Defining
	constituency, member arrest, and production orders

Prospective bidders are to propose solution with its installation, customization, configuration, deployment / implementation, verifying data quality, data migration, testing, rollout, training, documentation, knowledge transfer, project closure services and support.

The Bidder shall also provide training to designated personnel and also provide Module wise user manuals as well as administrator's manual, post-implementation on-site support for one year from GO LIVE date.

Further, the bidder must provide detailed description of the proposed solution along with complete technical details like: What is the maximum number of concurrent users supported? Is the solution primarily batch or real-time? What are to maximum number of users supported? To what degree is the application

Request for Proposal, National Information Technology Board, plot No 24B, H-9, Islamabad





customizable? What DBMSs are supported? What query languages are supported? What programming languages/compilers are supported? Does the proposed solution support n-tier architecture?

The bidder must provide technical product information pertaining to every product included in their proposed solution.

10.4 Data Migration

Successful bidder will be required to migrate the financial & non-financial data from existing System and associated data to the proposed solution.

The objective of this exercise is to ensure availability of data in the proposed System so that all transactional & historical data can be viewed from the new Solution.

10.5 Training

The bidder will be responsible for the training of the employees in the areas of implementation, operations, management, error handling, and system administration of in-scope solutions as per following.

- Business User Training for Master Trainers
- Administration / Customization Training for Technical User

Training material, written (English & Urdu) and video (English & Urdu) for all users should be provided as part of Training.

10.6 Project Documentation

Bidders are required to provide comprehensive documentation related to the project such as user manuals, training material, configurationally and administration manuals, security compliance / access control document etc.

Further, the bidder shall provide editable copies of all documents/manuals for NITB's internal purposes without any additional fee.

11. Evaluation Process

11.1 Eligibility

Below is the criterion for the eligibility of the interested Bidders. These are all mandatory requirements and failing to comply will result in ineligibility for further technical evaluation. Please ensure complete and **valid** documentary evidences are provided against each item. NITB reserves the right to check the authenticity of any submitted document.

Criteria	Compliance (Yes/No)
Lead Bidder is a registered/incorporated company in Pakistan with SECP at least for the last 10 years	
Lead Bidder has a valid Registration Certificate for Income Tax, Sales Tax and/or other allied agencies / organizations / regulatory authorities	
Lead Bidder is an Active Taxpayers as per Federal Board of Revenue (FBR)'s database i.e. Active Taxpayer List (ATL)	





Bidder (lead partner and JV partner/s) has not been blacklisted by any of Provincial or	
Federal Government Department, Agency, Organization or autonomous body or Private	
Sector Organization anywhere in Pakistan. (Affidavit to be submitted on stamp paper)	
Provision of audited financial statements to demonstrate that Bidder had minimum an	
average annual turnover of over PKR 300 million in past consecutive three (03)	
financial years	
The Bidder must not have any linkage with Israel or India regarding ownership,	
sponsoring and financing and any proposed application/server.	
The Lead Bidder must provide on letter head, Name of organization, details of offices	
across Pakistan and location of Head office, size of company (number of employees),	
and number of years of being incorporated.	

Note: Verifiable documentary proof for all above requirements is a mandatory requirement.

11.2 Technical Evaluation Criteria and Bidder's Response

Bidder(s) are required to provide their responses on the following sheet:

SR. NO	EVALUATION CRITERIA	MAX MARKS
1.	General/Technical Work Experience *Bidder MUST provide evidence in the form of copy letter from customer/work order and completion certificate (copy) of relevant Software Projects completed in the last 15 years <i>Calculation Criteria:</i> One-page description of use case of following technologies in a named project: • Web Technologies (React, Node.JS, Angular, BootStrap) • Application Technologies (DotNet, PHP, Java etc) • Database Development (mySQL, Postgres, Oracle, SQL Server) one (01) *large-scale projects – 05 marks two (02) *large-scale projects – 10 marks three (03) *large-scale projects – 15 marks four (04) *large-scale projects – 20 marks five (05) *large-scale projects – 25 marks	25
	*Large Scale Project Criteria => PKR 300 million	
3.	Financial Capability Financial strength of the lead Bidder in last three (3) years – Annual Turnover (PKR) *Bidder MUST provide Audit report and relevant proof of financial strength Calculation Criteria: From 301 to 600 Million per year – 05 marks 601 Million to 1000 per year – 10 marks 1001+ million 15 marks	15





	Categories:		1 1		<u>т т</u>		Т	1	
	Resource Type	No.	Marks	No.	Marks	No.	Marks		
	Web/Application Developer	5-8	3	9-15	4	15+	5		
	Database Administrator	2-3	1	4-6	2	6+	3		
	Quality Assurance	2-3	1	4-6	2	6+	3		
	Information/Cyber Security	2-3	1	4-6	2	6+	3		
	Solution Architect	2-3	1	4-6	2	6+	3	3	30
	Business Analyst	2-3	1	4-6	2	6+	3		
	UI/UX	2-3	1	4-6	2	6+	3		
	BPR (Business Process Reengineering)	2-3	1	4-6	2	6+	3		
	Solution Documentation Expert	2-3	1	4-6	2	6+	2		
	System Architect	2-3	1	4-6	2	6+	2		
	Marks		12		22		30		
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Request for Proposal, National Information Technology Board, plot No 24B, H-9, Islamabad





NOTE:

- i. Total Technical Marks = 100 Marks
- ii. Minimum Technical Qualifying Marks = 70 Marks
- iii. Financial Marks 100 Marks
- iv. Weightage of Technical Marks is 70%
- v. Weightage of Financial Marks is 30%

11.3 Technical Proposals Evaluation Summary

- The Bidders shall be first checked for the eligibility, as per the requirements in eligibility criteria. Thereafter, all eligible bidders shall be shortlisted against the technical requirements.
- The shortlisted Bidders shall be technically evaluated and those securing a minimum of 70 marks in the technical evaluation will be qualified for Financial Evaluation;
- In case of only one bidder secures equal to or greater than 70 score in technical evaluation, NITB may decide to lower the cut-off score for healthy competition but not beyond 60 marks in technical qualification.
- During the technical evaluation no amendments by the bidder in the technical proposal shall be permitted;
- After the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publicly at the time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
- The financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders;
- The contract may be awarded to bidder(s) securing highest combined score of Technical plus Financials Bids. The overall bid score has been divided as follows:
 - Technical Proposal Evaluation carries 70% weightage; whereas
 - Financials Proposal Evaluation carries 30% weightage.

Please see below the formula for calculating the weightage:

- a) Technical score calculation: Bidder's Score= (Points Obtained in Technical Domain/Total points of Technical Domain) x 100
- b) Financial score calculation: Bidder's Score= (Min Bid Value / Bid in Consideration) x 100
- c) Total score = (Technical Score x 70%) + (Financial Score x 30%)





12. Annexures

Annexure A – RFP Schedule

Event No	Event Description	Timelines
1	Circulation / Advertisement of RFP	24 th June 2022
	Corrigendum	8 th July, 2022
2	Last day for submission of Clarifications Queries / Questions	15 th July, 2022
3	NITB reply to Bidder Queries and Pre Bid Meeting	20 th July, 2022
4	RFP Submission Date and Opening of Technical Proposal	25 th July, 2022
5	Shortlisted Bidders to be intimated for Demo Sessions	After Technical Review of the Bids
6	Technical Evaluation Result and Opening of Financial Proposal	Shall be intimated in due course of time
7	Announcement for Award of Contract	





Annexure B – Submittal Requirements for Technical Proposal

S. No.	Description
1.	Cover Letter (on Bidder's Letter Head)
2.	Eligibility Requirements (Mandatory Requirements as mentioned in eligibility criteria)
3.	Responses to Sections 6.3 (Technical Evaluation Criteria & Bidder's Response) and 6.4
	(Team Evaluation Criteria & Bidder's Response) of this document
4.	Executive Summary
5.	Company Profile (Profile, History, Addresses, Product / Solution Offerings, Contact
	Information, number of full-time employees, Largest Customer in Pakistan etc.)
6.	For joint submissions, provide the alliance agreement while identifying the lead as well as
_	the respective roles/ responsibilities.
7.	Detailed Project Execution Plan / Work Breakdown Structure
8.	Implementation Methodology, Approach and Tools:
	• The Bidder(s) must provide evidence of project tools / methodologies.
	• The Bidder(s) must provide a sample high-level execution plan and work breakdown
	structure based on their experience of a project with similar scope. This should be in the form
	of a summary plan and should contain only sufficient details as would be required to assess
	the Interested Party's competency.
	• The Methodology must include tasks for implementation of until the Complete
	Changeover. Bidder must clearly list the following for each task/step (but not limited to):
	- Purpose of the task;
	- Prerequisites for initiation of the task;
	- Bidder's team allocation for the task;
	- Required coordination from NITB;
	- Time allocated for the task;
	- Work product/results of the task.
_	
9.	Solution Deployment Architecture
10.	If applicable, details of alternative provisions where the bidder is proposing to deliver
	solution in a different manner than that specified in RFP.
11.	Training Methodology including Schedule & Plan
12.	Project Organization and Team Profiling (Annexure-E)
13.	Update and Version Upgrade Plan on the Proposed Solution
14.	System Service Support Plan
16.	Application Backup Plan
17.	Solution Value Added Features along with Technical Product Information pertaining to every
10	product included in proposed solution
18.	Any other software necessary to run the system for integration purpose
19.	Hardware Sizing for Proposed Solution
20.	Phase-wise Deliverables
21.	Customer References and Relevancy
22.	Change Control Lifecycle

Request for Proposal, National Information Technology Board, plot No 24B, H-9, Islamabad

Page | 46





23.

Note. Include at least three (3) commercial customers using the same application, NITB reserve the rights to contact the referees mentioned by Bidder. NITB may ask the bidder to arrange a reference visit.

ANNEXURE-B1

		COMPLIANCE REPORT OF TH	HE RFP (MANDATORY)	
S.NO	CLAUSE NO	SUB CLAUSE NO	COMPLIANCE YES/NO	PROPOSAL PAGE NO
1.	3			
2.		3.1		
3.		3.2		
4.		3.3		
5.		3.4		
6.		3.5		
7.		3.6		
8.		3.7		
9.		3.10		
10.	4			
11.		4.1		
12.		4.2		
13.		4.3		
14.		4.4		
15.		4.5		
16.		4.6		
17.		4.7		
18.	6			
19.		6.2		
20.		6.3		
21.		6.5		
22.		6.8		
23.	7			
24.		7.1		
25.	8	• • -		
26.		8.8		
27.	1	8.10		
28.	10			
29.		10.1		
30.	1	10.2		
31.	1	10.2		
32.		10.3		
33.	11	10.1		
34.		11.1		
35.	+	11.1		





Annexure C – Submittal Requirements for Financial Proposal

Bidders should submit financial cost as per table below. The cost of each module should cover all the allied costing and no other cost shall be entertained. All the cost should be one time and no recurring cost shall be allowed/accepted. Each module cost should also include Training (for nominated users by NITB), source code, packages, libraries, Training Material, design documents, manuals etc).

C1:						
S.	Software	Description Covered		Unit Price	GST/Local	
No	Module	Covered	QTY	(PKR)	Taxes	TOTAL PRICE (PKR)





Annexure D – Client References:

Reference One (1)	Response			
Company name				
Contact name and title				
Company address/phone				
Industry				
Application / Modules installed				
Dates and releases installed				
Modifications made				
Comments				
Reference Two (2)	Response			
Company name				
Contact name and title				
Company address/phone				
Industry				
Application / Modules installed				
Dates and releases installed				
Modifications made				
Comments				
Reference Three (3)	Response			
Company name				
Contact name and title				
Company address/phone				
Industry				
Application / Modules installed				
Dates and releases installed				
Modifications made				
Comments				





Annexure E – Management Group and Staff Profiling

Management Group					
Name of Staff	Areas of	Position	Full Time /	Level of	
	Expertise	Assigned	Project based	Involvement (%)	

Proposed Staff				
Sr. #	Name of Staff	Areas of	Position	Level of
		Expertise	Assigned	Involvement (%)





Annexure F – Staff Resume

Proposed Position:					
Name of Staff:	CNIC #:				
Date of Birth:	Age:				
Nationality/Origin: Number of Years with Bidder Company:					
Educational Qualification:					
Relevant Work Experiences:	Relevant Work Experiences:				
Certifications:	Certifications:				
I am willing to work on the project as indicated in the deployment schedule and as required					
during the assignment period.					
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly					
describes me my qualification and my experience.					
Signature of Candidate	Signature of the Authorized Representative of				
the Company					
Date:					
Email and Contact Number:					





Annexure G – Integrity Pact

__ [the Bidder] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, [the Bidder] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[The Bidder] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [The Bidder] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [the Bidder] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Bidder] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

For and On Behalf Of

Signature:	
Name:	
NIC No:	





Page | 53

Annexure H - Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into between National Information Technology Board (NITB), and [Bidder Name], individually referred to as a 'Party' and collectively referred to as the 'Parties'. The Parties wish to exchange Confidential Information (as defined below in Section 2) for the following purpose(s):

a) to evaluate whether to enter into a contemplated business transaction; and

b) if the Parties enter into an agreement related to such business transaction, to fulfil each Party's confidentiality obligations to the extent the terms set forth below are incorporated therein (the "Purpose"). The Parties have entered into this Agreement to protect the confidentiality of information in accordance with the following terms:

1. The Effective Date of this Agreement is _____ 2022.

2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary ("Confidential Information") to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:

- Business secrets;

- Financial information, including pricing;

- Technical information, including research, development, procedures, algorithms, data, designs, and know-how;

- Business information, including operations, planning, marketing interests, and products;

- The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and

- Information acquired during any facilities tours.

3. The Party receiving Confidential Information (a "Recipient") will only have a duty to protect Confidential Information disclosed to it by the other Party ("Discloser"):

- If it is clearly and conspicuously marked as "confidential" or with a similar designation;

- If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or

- If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.

4. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:

- Any use of Confidential Information in violation of this agreement; and/or

- Communication of Confidential Information to any unauthorized third parties. Confidential Information may only be disseminated to employees, directors, agents or third party contractors of Recipient with a need to know and who have first signed an agreement with either of the Parties containing confidentiality provisions substantially similar to those set forth herein.





5. Each Party agrees that it shall not do the following, except with the advanced review and written approval of the other Party:

- Issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of the other Party; or

- Make copies of documents containing Confidential Information.

6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that:

- Was known to the Recipient before receipt from the Discloser;
- Is or becomes publicly available through no fault of the Recipient;
- Is independently developed by the Recipient without a breach of this Agreement;
- Is disclosed by the Recipient with the Discloser's prior written approval; or

- Is required to be disclosed by operation of law, court order or other governmental demand ("Process"); provided that (i) the Recipient shall immediately notify the Discloser of such Process; and (ii) the Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.

7. EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".

8. Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires [YEARS] from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed. Regardless of whether the Confidential Information is returned or destroyed, the Recipient may retain an archival copy of the Discloser's Confidential Information in the possession of outside coursel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.

9. This Agreement imposes no obligation on a Party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license and transfer or otherwise make use of any technology, services or products.

10. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.

11. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of the other party.

12. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.





13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

NITB	Company Name:
Address:	Address:
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date: