



**PUNJAB CURRICULUM AND
TEXTBOOK BOARD**



REQUEST FOR PROPOSAL

for

**DESIGN, DEVELOPMENT, INSTALLATION AND MAINTENANCE
SUPPORT OF INSAF ACADEMY AS AN ONLINE LEARNING
PLATFORM INTIALLY FOR SCIENCE SUBJECTS OF
CLASS IX-XII**

**Quality and Cost Based Selection (QCBS)
Single Stage – Two Envelope
Bidding Procedure**

Date of Issuance: 24-08-2021

Date of Submission: 07-09-2021

RFP No.: **PM(IA)/01/2021**

Procuring Agency: **Punjab Curriculum and Textbook Board, Lahore**

Administrative Deptt: **School Education Department, Govt. of the Punjab**

Cost of RFP Document: Rs. 2000/-

CONTENTS

Part-1

Section I: Letter of Invitation (LOI)

This Section contains the invitation to the Bidders for submit for their proposals.

Section II. Instructions to Bidders (ITB)

This Section provides relevant information enabling Bidders in preparation of their bids. Detailed Information regarding submission, opening and evaluation of bids, and the award of Contracts will also be provided therein.

Section III. Bid Data Sheet (BDS)

This Section relates to specific forms to be duly filled in, and supplementary information to be provided by the participating bidders under authorized stamps and signatures to be attached with the relevant bids in the sealed envelope.

Section IV: Statement of Work (SOW)

This Section contains he detailed scope of work.

Section V: Evaluation Criteria (EC)

This Section contains the criteria for Technical and Financial evaluation.

Section VI: Standard Forms

This Section contains standard forms.

Part-2

Section VII: General Condition of Contract (GCC)

This Section contains General Conditions of Contract.

Section VIII: Special Conditions of Contract (SCC)

This Section contains special Condition of Contract.

Section IX: Integrity Pact

This Section contains the draft for integrity pact.

Section-I. Letter of Invitation

Subject: **SUBMISSION OF TECHNICAL AND FINANCIAL PROPOSALS FOR THE “DESIGN, DEVELOPMENT, INSTALLATION AND MAINTENANCE SUPPORT OF “INSAF ACADEMY” AS ONLINE LEARNING PLATFORM FOR SCIENCE SUBJECTS OF CLASS IX-XII”.**

With reference to the advertisement of pre-qualification of eligible firms for the project of “Design, Development, Installation and Maintenance Support of “Insaf Academy” as Online Learning Platform for Science Subjects of Class IX-XII” published in the daily newspapers dated 21-03-2021 with IPL 2716. Following firms were qualified

1. M/S Cyber Vision International, Islamabad
2. M/S Naqeebz Consulting (Pvt) Ltd, Lahore
3. M/S ADDO AI, Lahore

2. Now the above mentioned pre-qualified firms are hereby invited through this Request for Proposal (RFP) to submit their Technical and Financial Proposals for the said project under Single Stage Two Envelope bidding procedure after obtaining the RFP document from the PCTB head office against the deposit of Rs. 2000/-.

3. The schedule will be as follows:

Date of issuance of RFP: **24-08-2021**

Time & Date of Submission: **Latest by 02:30 pm on 07-09-2021**

Time & Date of Opening of Technical Proposal: **At 03:00 pm on 07-09-2021**

4. The date of opening of Financial Proposal of Technically Qualified Bidders shall be intimated later after announcement of the result of Technical Evaluation.

5. The above mentioned pre-qualified bidders are invited to submit their Technical & Financial Proposals in accordance with this RFP.

**PROJECT MANAGER
(INSAF ACADEMY)**

Section-II. Instructions to Bidders

1. Scope of Bid	
1.1	The Punjab Curriculum and Textbook Board (PCTB), the Procuring Agency, issues this Request for Proposal (RFP) to invite the Technical and Financial Proposals from the pre-qualified bidders” to procure the services specified in Section V- Statement of Work for the project of “Design, Development, Installation and Maintenance Support of Insaf Academy as Online Learning Platform for Science Subjects of Classes IX-XII (hereinafter referred to as “the project”).
2. Source of Funds	
2.1	The Project is funded by the PCTB (hereinafter referred to as “Board” or “Procuring Agency”) which is a self-sustainable autonomous body of the School Education Department, Government of the Punjab.
3. Fraud and Corruption	
3.1	It is Government of Punjab’s policy to require that applicants and their authorized agents shall observe the highest standards of propriety during the pre-qualification process. For this purpose, “corrupt practice” has been defined in PPRA Act 2009 and the meaning of “corrupt and fraudulent practices” has been defined in Punjab Procurement Rules, 2014. The Bidder shall submit an undertaking for not having been blacklisted.
3.2	The Procuring Agency shall reject an application if it determines that the applicant has, directly or through an agent, engaged incorrupt, fraudulent, collusive, coercive or obstructive practices as referred above.
3.3	If the Procuring Agency, at any time, determines that the applicant has directly or through an agent, been engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for this prequalification, it shall disqualify the Applicant and undertake further measure under PPR-14.
4. Sections of the RFP	
4.1	<p>The RFP consists of Two (02) parts, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 6.</p> <p>PART 1. Bidding Procedures and Requirements</p> <p>Section I - Letter of Invitation (LOI)</p> <p>Section II- Instructions to Bidders (ITB) and Bid Data Sheet (BDS)</p> <p>Section III -Bid Data Sheet (BDS)</p> <p>Section IV – Statement of Work (SOW)</p> <p>Section V– Evaluation Criteria (EC)</p>

	<p>Section VI– Standard Forms</p> <p>PART II -Conditions of Contract and Contract Forms</p> <p>Section VI -General Conditions of Contract (GCC)</p> <p>Section VII -Special Conditions of Contract (SCC)</p> <p>Section VIII- Integrity Pact</p>
4.2	The EOI issued by the Procuring Agency is not part of the RFP. However, marks obtained during EOI process shall be carried forward as such to be the part of technical evaluation.
4.3	The Procuring Agency is not responsible for the completeness of the RFP and its addenda, if they were not obtained directly from the source stated by the Procuring Agency.
4.4	The Bidder is expected to examine all instructions, sections, forms, terms and specifications in the RFP. Failure to furnish all information or documentation required under the RFP may result in the rejection of the Bid.
5. Clarification of RFP	
5.1	A Bidder requiring any clarification on the RFP shall contact the Procuring Agency in writing at the address indicated in the Bid Data Sheet (BDS). The Procuring Agency will respond in writing to any request for clarification, provided that such request is received no later than 7 days prior to the deadline for submission of Bids. The Procuring Agency shall forward copies of its response to all Bidders whom the RFP has been issued, including a description of the inquiry but without identifying its source. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under ITB 6.
6. Amendment in RFP	
6.1	At any time prior to the deadline for submission of the Bids, the Procuring Agency may amend the RFP by issuing addenda.
6.2	Any addendum issued shall be part of the RFP and shall be notified in accordance with the relevant provisions of PPRA Rules, 2014.
6.3	To give the Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, may, if necessary, extend the deadline for the submission of the Bids, in accordance with the relevant provisions of PPRA Rules, 2014.
7. Cost of Preparation and Submission of Bid	
7.1	The Bidder shall bear all costs associated with the preparation and submission of Bid, and the Procuring Agency shall, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
8. Language of Bid	
8.1	The Bid, as well as all correspondence and documents, shall be written in the language as specified in BDS .
9. Method of Submission of Bid (Single Stage-Two Envelope Procedure)	
9.1	The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Proposal and other containing the Financial Proposal, and both the envelopes

	enclosed together in an outer single envelope containing the name of the project and name of the bidder.
9.2	The Bidder shall submit, as part of the Financial Proposal, the Price Schedules for products and services, according to their origin as appropriate, using the forms furnished in Section-VI (Standard Forms) and as required in the BDS.
10. Alternative Bids	
10.1	Alternative Bids shall not be considered.
11. Technical Proposal Format and Content	
11.1	The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive. Bidder is required to submit Technical Proposal on the prescribed Standard Forms provided in Section-VI of the RFP.
12. Financial Proposal	
12.1	The Financial Proposal shall be prepared using the Standard Forms provided in Section-VI of the RFP. It shall list all costs associated with the assignment.
13. Bid Price and Discounts	
13.1	All items in the (Statement of Work) must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid provided that the Bid is substantially responsive.
13.2	The price to be quoted in the Letter of Price Bid shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid.
13.3	The Bidder shall quote discounts and the methodology for their application in the Letter of Price Bid.
13.4	Unless otherwise specified in the BDS, the prices must include all costs incidental to the performance of the services, as incurred by the Bidder. The Financial Bid should be unconditional. Any conditional financial bid shall be rejected.
13.5	Bid prices shall be quoted in the Pak Rupees (PKR)
14. Period of Validity of Bids	
14.1	Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency considering as nonresponsive.
15. Bid Security	
15.1	The bid security shall be valid for 180 days starting from the date of submission of bid.
15.2	Bid security in favor of the Procuring Agency shall be submitted in any of the following forms: a) an unconditional Bank Guarantee b) Cash Deposit Receipt (CDR) c) Pay Order

RFP for Development of Insaf Academy: Punjab Curriculum and Textbook Board, Lahore

15.3	Any bid not accompanied by a substantially compliant bid security shall be rejected by the Procuring Agency as nonresponsive.
15.4	The bid security of unsuccessful Bidders shall be returned promptly upon signing of the contract with the successful Bidder.
15.5	The bid security of the successful Bidder shall be returned promptly once the successful Bidder has signed the Contract Agreement and furnished the required Performance Security.
15.6	The bid security may be forfeited, if (a) A Bidder withdraws its bid during the period of bid validity (b) the successful Bidder fails to: (i) sign the Contract Agreement as specified in the BDS (ii) furnish a Performance Security as specified in the BDS
16. Format and Signing of Bid	
16.1	The Bidder shall prepare the proposal in accordance with the procedure prescribed in Rule 24 of PPRA Rules, 2014.
16.2	The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Procuring Agency shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the period stated in the Procuring Agency's request shall cause the rejection of the Bid.
16.3	A Bid submitted by a Joint Venture (JV) shall be signed by all JV members so as to be legally binding on all of them.
16.4	Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person(s) signing the bid.
B. Submission and Opening of Bids	
17. Sealing and Marking of Bids	
17.1	The outer envelopes and the inner envelopes containing the Technical Bids shall bear a warning not to open before the time and date for the opening of Technical Bids.
17.2	The inner envelopes containing the Financial Bids shall bear a warning not to open until advised by the Procuring Agency.
17.3	If all envelopes are not sealed and marked as required, the Board will assumed no responsibility for the misplacement or premature opening of the Bid.
18. Deadline for Submission of Bids	
18.1	Bids must be received by the PCTB at the address no later than the date and time indicated in the BDS.
18.2	The PCTB may, at its discretion, extend the deadline for the submission of Bids by amending the RFP Document in accordance with ITB 6, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the extended deadline.

19. Late Bids	
19.1	The PCTB shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 18. Any Bid received after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
20. Withdrawal, Substitution and Modification of Bids	
20.1	<p>Before opening of the bid, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 16.2 (except for withdrawal notices, which do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be</p> <p>(a) prepared and submitted in accordance with ITB 16 and ITB 17 (except for withdrawal notices, which do not require copies), and in addition, the respective inner and outer envelopes shall be clearly marked "WITHDRAWAL", "SUBSTITUTION," "MODIFICATION;" and</p> <p>(b) received by the PCTB prior to the deadline prescribed for submission of bids.</p>
20.2	Bids requested to be withdrawn shall be returned unopened to the Bidders
21. Bid Opening	
21.1	The Procuring Agency shall open the Technical Proposal in public at the address, on the date and time specified in the BDS in the presence of Bidders' designated representatives and anyone who chooses to attend.
21.2	The Financial Proposal shall remain unopened and will be held in custody of the Procuring Agency. Financial Proposals of technically qualified firms will be opened as per the date, time and venue communicated to them.
21.3	Only Financial Bids and discounts (if any) read out and recorded during the opening of Financial Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Financial Bid Submission Sheet and Price Schedules are to be duly signed by all members of the Evaluation Committee.
21.4	The Procuring Agency shall prepare a record of the opening of Financial Bids that shall include, as a minimum: the name of the Bidder, the Bid Price and any discounts.
C. Evaluation and Comparison of Bids	
22. Confidentially	
22.1	Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of Evaluation Committee, shall not be disclosed to Bidders or any other persons not officially concerned with such process until the publication of Evaluation Report.
22.2	Any attempt by a Bidder to influence the Procuring Agency in the examination, evaluation, comparison, and post-qualification of the Bids or Contract award decision may result in the rejection of its Bid.

22.3	Notwithstanding ITB 22.2, from the time of opening the Technical Bids to the time of Contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the bidding process, it should do so in writing.
23. Clarification of Bids	
23.1	To assist in the examination, evaluation, comparison, and post-qualification of the bids, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder with regard to its bid and that is not in response to a request by the Procuring Agency shall not be considered.
23.2	The Procuring Agency's request for clarification and the response shall be invariably in writing. No change in the prices of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the financial bids.
23.3	If a Bidder does not provide clarifications on its Bid by the date and time set in the Procuring Agency's request for clarification, its bid may be rejected being non-responsive.
24. Deviations, Reservations and Omissions	
24.1	During the evaluation of Bids, the following definitions apply: <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the RFP Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP Document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the RFP Document
25. Examination of Technical Proposal	
25.1	The Procuring Agency shall examine the Technical Bid to confirm that all documents and technical documentation requested have been provided, and to determine the completeness of each document submitted.
25.2	The Procuring Agency shall use the criteria and methodologies listed in this ITB and Section-III (Evaluation and Qualification Criteria). No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Procuring Agency shall determine the Lowest Evaluated Bid.
25.3	The Procuring Agency will examine the bids, to determine whether they have been properly signed, whether required securities have been furnished, and are substantially complete (e.g., not missing key parts of the bid or silent on excessively large portions of the technical requirements).
26. Technical Evaluation	
26.1	The Procuring Agency shall examine the information supplied by the Bidders, in response to the requirements given in the RFP document, taking into account overall completeness and compliance with, and deviations, reservations or omissions from the Section-V (Statement of Work).

26.2	The Procuring Agency 's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Statement of Work and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Section III. Evaluation & Selection Methodology . Each responsive Proposal shall be given a technical score. A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Evaluation Criteria .
27. Financial Evaluation	
27.1	After the technical evaluation is completed, the Procuring Agency shall notify those Firms whose Proposals were considered non-responsive to the RFP and Statement of Work or did not meet the minimum qualifying technical score (and shall provide information relating to the Firm's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Procuring Agency shall simultaneously notify in writing those Firms that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The Firm's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Firm's choice.
28. Responsiveness of Technical Bid	
28.1	The Procuring Agency 's determination of a Technical Proposal's responsiveness is to be based on the contents of the Proposal.
28.2	A substantially responsive Technical Bid is one that meets the requirements of the RFP Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, (a) if accepted, would (i) affect in any substantial way the scope, quality, or performance of the products and services specified in Section 5 (Statement of Work); or (ii) limits in any substantial way, inconsistent with the RFP Document, the Procuring Agency 's rights or the Bidder's obligations under the proposed Contract; or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Bids.
28.3	The Procuring Agency shall examine the technical aspects of the Bids in particular, to confirm that all requirements of Section 5 (Statement of Work) have been met without any material deviation, reservation, or omission.
28.4	If a Technical Proposal is not substantially responsive to the requirements of the RFP Document, it shall not be considered further and be rejected by the Procuring Agency. The Bidder shall not be permitted to correct or withdraw material deviation, reservation, or omission once bids have been opened.
29. Examination of Financial Proposal	
29.1	Following the opening of Financial Bids, the Procuring Agency shall examine the Financial Proposal to confirm that all requisite documents and financial documentation has been provided.

30. Correction of Arithmetical Errors	
30.1	During the evaluation of Financial Proposal, the Procuring Agency shall correct arithmetical errors on the following basis: <ul style="list-style-type: none"> a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total shall be corrected. b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
30.2	If the Bidder that submitted the Lowest Evaluated Bid does not accept the correction of errors, its Bid shall be rejected and its bid security may be forfeited.
31. Evaluation and Comparison of Financial Bids	
31.1	The Procuring Agency shall use the criteria and methodologies listed in Section III (Evaluation and Selection Methodology). No other evaluation criteria or methodologies shall be used. By applying the criteria and methodologies the Procuring Agency shall determine the Lowest Evaluated Bid.
32. Procuring Agency's right to accept any bid, and to reject any or all bids	
32.1	The Procuring Agency reserves the right to reject all the bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
32.2	The Procuring Agency shall upon request communicate to any supplier the grounds for rejection of all bids, but is not required to justify those grounds.
D. Award of Contract	
33. Award Criteria	
33.1	The Procuring Agency shall award the Contract to the Lowest Evaluated Bidder in accordance with the evaluation and selection criteria given in section III on the basis of Quality and Cost Based Selection (QCBS).
34. Procuring Agency's right to vary quantities at time of award	
34.1	At the time the Contract is awarded, the Procuring Agency reserves the right to increase or decrease the quantity of products and services originally specified in Section-V (Statement of Work), provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the RFP Document.
35. Notification of Award	
35.1	Prior to the expiration of the period of bid validity and upon expiry of the grievance period as per PPRA Rules, 2014 after the announcement of evaluation report, Procuring Agency shall transmit the Notification of Award to the successful Bidder, in writing, that its Bid has been accepted.
35.2	Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

36. Performance Security	
36.1	Within 10 days of the receipt of award letter from the Procuring Agency, the successful Bidder shall furnish the Performance Security in the form of Bank Guarantee @10% of the value of the contract. The validity of Performance Security shall be upto the duration of the contract.
36.2	Failure of the successful Bidder to submit the abovementioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, the Procuring Agency may award the Contract to the second Lowest Evaluated Bidder.
37. Duration of the project	
37.1	The duration for completion of the project shall be as given in the BDS and SCC.
37.2	After completion and expiry of the warranty period, the period of support and maintenance shall start under the Service Level Agreement (SLA) as per details given in the BDS and SCC.

Section-III. Bid Data Sheet (BDS)

A. General	
<u>ITB Reference Clause</u>	
<u>ITB.1</u>	The name of the assignment: <u>“Design, Development, Installation and Maintenance Support of “Insaf Academy” as Online Learning Platform for Science Subjects of Class IX-XII”</u>
	A pre-proposal conference/meeting will be held: Yes <input checked="" type="checkbox"/> _____ Date of pre-proposal conference: <u>27-08-2021</u> Time: <u>03:00 pm</u> Address: PCTB, 21 E / II, Gulberg III, Lahore Telephone: 042-99232089 E-mail: secypctb@gmail.com The minutes of the pre-proposal conference/ meeting shall be issued within two (2) days.
<u>ITB.2</u>	Name of the Procuring Agency <u>Punjab Curriculum and Textbook Board</u>
<u>ITB.3</u>	Statement of Undertaking for not having been blacklisted is required Yes <input checked="" type="checkbox"/> or No _____
<u>ITB.4</u>	Clarifications may be requested no later than (3) days prior to the submission deadline. The contact information for requesting clarifications is: Secretary PCTB / Project Manager, Insaf Academy 21 E / II, Gulberg III, Lahore Telephone: 042-99232089 Email: secypctb@gmail.com
<u>ITB.5</u>	The Procuring Agency may amend the RFP document at least 3 days before closing date under intimation to all pre-qualified bidders.
<u>ITB.6</u>	This RFP has been issued in the English language. Proposal shall be submitted in English language. All correspondence exchange shall be in English language.
B. Preparation of RFP documents	
<u>ITB.7</u>	<u>Taxes</u> Information on the Procuring Agency’s tax obligations in Pakistan can be found at FBR website: www.fbr.gov.pk General Sales Tax: treated under provisional sum, to be borne by the Bidder.

<u>ITB.8</u>	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> 1. Form TECH-1. Technical Proposal Submission Form 2. Form TECH-2. Scoping 3. Form TECH-3. Work Breakdown Structure 4. Form TECH-4. Implementation Plan 5. Form TECH-5. Technical Architecture 6. Form TECH-6. Risk Management Plan 7. Form TECH-7. Quality Assurance and Security Plan 8. Form TECH-8. Communication Plan 9. Form TECH 9. Configuration and Deployment Plan 10. Form TECH 10. Teacher Selection Approach 11. Form TECH 11. Content Preparation Approach 12. Form TECH 11. Video Production Approach 13. Form TECH 12. Support and Maintenance <p>*Note: The bidder is required to seal the Bid Security in separate envelop.</p> <p>2nd Inner Envelope with the financial Proposal:</p> <ol style="list-style-type: none"> 1. Form FIN-1. Financial Proposal Submission Form 2. Form FIN-2. Costing <p>Note: The bidder shall be required to incorporate cost for third party software, OS, middleware and their license prices which shall be integral part of the financial bid and shall be evaluated accordingly. The bidder needs to consider HA & DR mode as well. For database licenses the bidder needs to provide license cost per core and estimated number of cores required for the solution.</p>
<u>ITB.9</u>	Alternative proposals are “ Not Allowed ” under this procurement.
<u>ITB.10</u>	The format of the Technical Proposal to be submitted should be as per prescribed Technical Proposal format, provided in the RFP document. Proposal submitted in a wrong format may lead to the rejection owing to the proposal being deemed non-responsive.
<u>ITB.11</u>	<p><u>Currencies of Bid</u></p> <p>The price shall be quoted in PKR.</p>
<u>ITB.12</u>	Proposals must remain valid for 180 days after the proposal submission deadline.
C. Submission and Opening	
<u>ITB.13</u>	<p>The bidder shall submit PKR 2.00 Million as bid security in any of the following forms in favor of the Procuring Agency.</p> <ol style="list-style-type: none"> a) an unconditional bank guarantee, b) CDR c) Pay Order <p>The bid security shall be valid for period of 180 days.</p>
<u>ITB.14</u>	<p>The bidder shall submit original technical proposal in separate envelope, duly marked as ‘Original Technical Proposal’. Similarly, financial proposal shall be sealed in separate enveloped, duly marked as ‘Original Financial Proposal’.</p> <p>Both envelopes shall be then sealed in outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. The bidder shall indicate the project title on the top left corner of the envelope. Bidder shall send the proposals on the following address:</p> <p>PCTB 21 E / II, Gulberg III, Lahore Telephone: 042-99232089 Email: secypctb@gmail.com</p>

<u>ITB.15</u>	The Proposals must be submitted no later than: Date: 30-08-2021 Time: 03:00 pm
<u>ITB.16</u>	The opening shall take place at: Punjab Curriculum and Textbook Board 21 E / II, Gulberg III, Lahore Telephone: 042-99232089 Date: 30-08-2021 Time: 03:30 pm
D. Evaluation and Comparison of Bids	
<u>ITB.17</u>	Bidding Method: <u>Single Stage-Two Envelope Procedure</u> as per PPRA Rules 2014. Method of Evaluation: <u>Quality and Cost Based Selection</u> (QCBS). The weights given to the Technical (T) and Financial (F) Proposals are: Technical= 75% Financial= 25%
<u>ITB.18</u>	Initially only 'Technical Proposal' shall be opened, whereas 'Financial Proposal' shall be retained unopened. <ul style="list-style-type: none"> At the first stage, only the Technical Proposals shall be opened to check for the responsiveness and conformance with mandatory criteria/requirements.
<u>ITB.19</u>	Combined Evaluation This part of BDS shall be treated as part of Evaluation Criteria as mentioned in Section III. of the RFP document. <ul style="list-style-type: none"> The Procuring Agency shall evaluate Bids declared to be substantially responsive, in accordance with the technical evaluation criteria mentioned in Section III of the RFP document. Financial Proposal(s) of technically responsive bidder(s) shall be evaluated on the basis of following formula: $B = \frac{C_{low}}{C} \times 250$ <p>Where</p> <p>B = Total Score</p> <p>C = Bid Price being evaluated</p> <p>C_{low} = lowest of all Evaluated Bid Prices among responsive bids</p> <p>Note: In case of only one technically responsive bid, the values of C_{low} and C shall remain same, and the technically responsive bidder shall have 250 score.</p> <p>The Financial score of the bidders shall be added into the Technical Scores (obtained from maximum score of 750) and subsequently the bidder who attains the highest combined score shall be declared as Lowest Evaluated Bidder.</p>
<u>ITB.20</u>	The bidder shall be required to furnish 10 percent of bid price as Performance Security within 10 days of the receipt of award letter from the Procuring Agency.

Section-IV. Statement of Work

**“Design, Development, Installation and Maintenance Support of
“Insaaf Academy” as Online Learning Platform for Science Subjects of Class IX-XII”**

Vision:

Making Quality Education Easier, Free and Convenient for every one

Mission:

Providing free online teaching through Video Lectures, Live Sessions, Interactive Quizzes and Mock Test etc. initially for Science Subjects of Matriculation and Intermediate Students.

Objectives:

- To provide effective online educational support to the students of Matriculation and Intermediate
- To provide comprehensive user interface which is significant for different type of users i.e. teachers, students, administrators etc.
- To facilitate the users to use the application on desktop machines as well as on mobile devices (native applications).
- To provide topic wise video lectures according to the syllabus of Punjab Text Book Board
- To provide online quizzes in the form of objective type questions and MCQs after each topic and each chapter
- To provide test preparation support to the students
- To provide “Live Teaching Session” by highly qualified teachers, and interactive mechanism with students
- To provide selected additional resources for reading and reinforcement of concepts
- To provide comprehensive data bank of questions for online preparation of MCAT and ECAT examinations
- To track progress of students
- To provide registration for students, teachers and parents for creating a supportive learning environment
- To generate necessary reporting regarding the usage of online resources available on the Insaaf Academy
- To provide such a learning facility that students may not feel any need to join private academies for learning and test preparation

Main Features of the Insaf Academy:

- Online access through **web-based** and **smart phone application**
- Initially **Science Subjects of 9th, 10th, 11th, & 12th classes**
- According to Syllabus, Chapter-wise and Topic-wise **Video Lectures** by highly capable teachers
- Live Sessions by highly qualified teachers
- **Multimedia** support along with Smart Writing Board for teachers to deliver lecture (for the purpose of recorded or live lectures)
- Interaction with students through Chat Bots and live chat
- Solution of Problems and **Exercises**
- Topic-wise and Chapter-wise **Quizzes**
- System Based Marking of Quizzes
- **Additional Material** for Reading and Practice
- **Test Preparation** on the pattern of Board Exams
- Comprehensive **databank of Objective Questions & MCQs**
- **Dashboard** showing students enrollment, progress and reporting

Scope of Work

The project of “Design, Development, Installation and Maintenance Support of Insaf Academy as Online Learning Platform for Science Subjects of Class IX-XII” shall contain the following scope:

i. Development of Learning Management System (LMS)

- The Learning Management System (hereinafter referred to as “LMS” or “System”) shall be an online application developed in the latest and cutting-edge technologies, to be accessible through internet at laptop, mobile, tablet and PC devices.
- The system shall contain high quality recorded video lectures of five science subjects including Physics, Chemistry, Biology, Mathematics and Computer Science of four classes from IX to XII according to the textbooks of PCTB.
- The system must support large number of users which may count in millions who will be the beneficiaries of the system.
- The system must provide preparation material like quizzes, MCQs, Fill in the Blanks, Short Questions, Exercises and Examination Questions etc. to enable the students to have adequate practice for preparation of the exams.
- In addition to the recorded Video Lectures, the system must have large data bank of questions for the preparation of MDCAT and ECAT examinations.

RFP for Development of Insaf Academy: Punjab Curriculum and Textbook Board, Lahore

- The system must also be able to conduct live sessions with interactive communication between teacher and students through a live chat box.
- Following are the functional requirements of the Learning Management System (LMS)

ii. Functional Requirements

A. Learning Management System (LMS) Functional Requirements
<p>User Management</p> <ul style="list-style-type: none">• Ability for end users to login as students, teachers, learners (guests), administrators etc. with unique ID (i.e. CNIC / B-form No, email or any other unique combination) to access and use the system.• The system should be able to take mandatory / optional information (as approved by the procuring agency) from the end user at the time of registration.• Define different user access levels within the system i.e. students, teachers, learners, administrators, supervisors etc.
<p>User Interface</p> <ul style="list-style-type: none">• Customizable layout and design, including: Time zone settings Home page layout• Comprehensive CMS included for static content preparation• Default responsive layout for web application• Design templates for each feature/ module as required by the procuring agency• The web application should be compatible with all renown browsers that include Google Chrome, Internet Explorer (Version 6 and above), Mozilla Firefox and all other famous browsers on mobile and handheld devices• The layouts should be fully qualified with e-learning system for user friendliness and usability• The system should be able to register mass users (in millions) and cater to their needs of using the resources• The system should be equipped with basic usability features like navigation menu, full text search, sitemap, topics / courses browse and any other user interface enhancement required for exceptional user experience• Personalized user experience should be applied while a specific type of user login to the system e.g., teacher and student can have a unique profile layout
<p>Student dashboard (web-portal (responsive), IOS-native, android-native)</p> <ul style="list-style-type: none">• The dashboard should display the course enrollment and progress• All courses or selected courses applicable on a particular student login

- Progress tracking and assessment results or any other information required by the procuring agency
- Student should be able to update their profile (grade, age, email address, preferences, privacy, password) however, certain information (CNIC / B-form) will be restricted for security reasons
- The student should be able to navigate through and access all the available learning material of an enrolled course
- Student should be able to practice online Quizzes and assessment exercises within an enrolled course at self-based and self-paced learning
- There should be a fully qualified message center available within the student dashboard for student-teacher and student-student communication.
- Students should be able to enroll themselves for live sessions, when available.
- Course and enrollment calendar should be accommodated within the student dashboard, where student will be able to view their existing enrollments and enroll for new courses and live sessions on a calendar.
- Students should be able to setup several notifications (e-mail / sms) from their dashboard.

Teacher dashboard (web-portal (responsive), IOS-native, android-native)

- The dashboard should display course enrollment status
- Courses progress should be displayed on dashboard at a particular teacher login
- Progress tracking and assessment results or any other information required by the procuring agency
- Teacher should be able to update their profile (age, email address, preferences, privacy, password) however, certain information (CNIC) will be restricted for security reasons
- The teacher should be able to navigate through and access all the available learning material
- There should be a fully qualified message center available within the teacher dashboard for student-teacher and teacher-teacher communication.
- Course and enrollment calendar should be accommodated within the teacher dashboard, where teacher will be able to view existing enrollments.
- Teachers should be able to setup several notifications (e-mail / sms) from their dashboard.
- Teachers should be able to review the progress of students
- Teachers should be able to give feedbacks and suggestions for improvement in the learning material

Administrative dashboard (Only web)

- Administrator dashboard should be able to display system general information that should include but not limited to teachers information, students information, courses and assessments etc.
- Administrator should be able to manage users and set appropriate roles and access level to them
- Administrators should be able to manage admin users and setup appropriate role and access level to them
- Administrator should be able to manage courses and assessments
- Courses progress should be displayed on dashboard at a particular course selection
- Progress tracking and assessment results or any other information required by the procuring agency
- Administrator should be able to update their profile (age, email address, preferences, privacy, password)
- The Administrator should be able to navigate through and access all the available learning material
- Administrator should be able to setup new courses and link practice online Quizzes and assessment exercises
- Administrator should be able to create item bank for a particular course
- There should be a fully qualified message center available within the administrative dashboard for student and teacher communication.
- Administrator should be able to create live sessions, if required.
- Course and enrollment calendar should be accommodated within the administrative dashboard, where administrator will be able to view existing enrollments and create new enrollments.
- Administrator should be able to setup several notifications (e-mail/sms) from their dashboard.
- Administrator should have access to fully qualified CMS where they can create new content and pages including media
- Administrator should have access to activity log of each user interacting to the system
- Administrator should have an access to alter system preferences that includes but not limited data base backups, system backups, bulk activity (user creation, course creation, item bank etc.)
- Administrators dashboard should show the standard and customized reports as per requirement of the procuring agency

Teacher Selection and Content Creation

- Highly qualified professional teacher / subject specialists shall be hired by the successful firm for creating the content for producing video lectures, interactive quizzes, questions and answers, exercises, nuggets and practice material.
- The teacher selection shall be made with the final approval of the procuring agency
- The Content prepared for video production and uploading on the system shall be got approved by the procuring agency
- The Content should cover each and every topic comprehensively with detailed length and breadth according to the class requirement

Video Requirements

- The Bidder shall provide an execution plan for the creation and moderation of video scripts, course content, video direction and the complete end-to-end process for video recording and editing.
- Videos should be produced in a proper studio environment equipped with high quality full frame cameras (minimum two camera production), lighting system, sound system, multimedia arrangement, softboard, relevant computer software's, animations, editing and quality assurance
- The estimated time duration of one video lecture may range from 15-20 mins depending upon the topic under discussion
- Short videos may also be produced for covering brief topics
- Each video shall be cleared by the procuring agency before uploading on the system
- Video lectures to be recorded in a professional facility should have physical full frame camera (minimum two camera production); professional lighting and sound proofing.
- Video of lecture must contain mix of presentation; images; animations; supporting videos; whiteboard screen recording and actual footage of lecturer.

Live or Virtual Sessions

- The system should be able to run live multiple sessions for different users
- In the live sessions, live video streaming of lectures will be displayed
- The students should be able to interact with the teacher in the live session through a chat box and voice message
- The student should be given an option to raise hand (by hand icon) to ask any question

- The administrator should be able to block any student or participant due to untoward behavior during live session

Mobile Application

- Downloadable mobile application
- Required content supported by the mobile application
- Mobile application supports learning in disconnected mode: Provides participant with notification System ability to track where participant disconnected and to restart at the correct place
- Ability for users to launch mobile application via email embedded URL
- Ability to launch virtual classroom session from the mobile application Have the ability to turn on virtual classroom on a course-by-course basis
- Mobile application automatically purges content to prevent unauthorized access to sensitive data
- Ability to search within documents through the mobile application
- Supports Security Assertion Markup Language (SAML), an XML-based, open-standard data format for exchanging authentication and authorization data between parties (between an identity provider and a service provider)
- Supports peer networking through ability to connect daily with needed content, share ideas, and participate anywhere, anytime

Loadable content restricted to mobile-friendly content

Assessment and Testing, Evaluation and Surveys

- System has testing and assessment capabilities
- Detailed results of test performance available to students
- Supports multiple response formats (e.g., true/false, multiple choice, fill in the blank)
- Both anonymous and identified surveys and evaluations supported

Social and Collaborative Learning

- Automatically escalate a chat session into a virtual or live meeting
- Supports the creation of study groups/discussion boards and collaborative learning processes
- Allows students to provide ideas or feedback to a group associated with a course
- Captures informal conversations and ad hoc questions when prompted by facilitator
- System has chat capabilities
- Ability to add virtual events to groups associated with courses
- Manages the exchange of information among teachers and students
- Automatically assigns students to break-out rooms when prompted by the facilitator

<p>General Requirements</p>
<ul style="list-style-type: none"> • Comprehensive online help pages and guides for LMS users • Hosted on web and published to Google and Apple Stores • Able to support current and recent-past versions of all major browsers and devices • Platform/browser independent • Integration with reliable email services • Regular reporting and query capabilities (custom and one-time reporting) • Must provide robust auditing capabilities, including: Usage logs Status errors and displayed warnings System performance reports
<ul style="list-style-type: none"> • Customizable notifications of activity in course, and announcements of courses Ability to “brand” the LMS as Insaaf Academy system • Ability to search: <ul style="list-style-type: none"> ○ By Class ○ By subject ○ By topic ○ By key word • User dashboard, including: Analytics (course completion, pre- and post-test scoring) Graphics • Enrollment in training through both automatic and manual mechanisms Group enrollment Invitations Ability to send emails with registration links and schedules • Ability to integrate with external applications • The Bidder shall provide detailed hardware specification and technical requirements for successful hosting and running of the system without any foreseeable problem
<ul style="list-style-type: none"> • Supports delivery of web-based, instructor led, and virtual courses
<ul style="list-style-type: none"> • Supports blended learning activities: System can mix a series of components in different delivery formats (Example: pre-test, instructor-led course, on the job assignment can be merged into a single course)
<ul style="list-style-type: none"> • Supports bookmarking for self-paced learning
<ul style="list-style-type: none"> • Required file formats are supported: Video Audio clips JPEG PowerPoint E-Learning software
<ul style="list-style-type: none"> • Portal/dashboard designed specifically for supervisors/managers
<ul style="list-style-type: none"> • Ability to create a curriculum or certification programme within the course catalog

iii. Hiring of Teachers and Preparation of Content

- Hiring of Teachers:
Teachers to be hired for content planning and content development must have minimum 05-08 years of experience of teaching the relevant subject in a public/private sector institute which is affiliated with any Board of Intermediate & Secondary Education in Punjab.
- Preparation of Content for Video Lectures
- Preparation of:
 - a) Script of Lecture / Story Board
 - b) Interactive Quizzes
 - c) Exercises
 - d) Solution to the problems
 - e) Nuggets

iv. Testing and Acceptance

The Procuring Agency shall conduct “User Acceptance Test” (UAT) to ensure that all the functionality required by the Procuring Agency as mentioned in this Statement of Work (SOW) is available and is functioning accurately as per the expectations of the Procuring Agency.

Consequent to UAT, if some of the functionalities, specified in this SOW are not present in tune with the Board’s expectations, the Bidder shall make appropriate changes for the functioning of System.

The following services must be provided by the Bidder:

- Submit Test specifications, which outline the test cases, test objectives, test procedures, expected results, pass/fail criteria for each testing phases. Application Installation manual and inventory of all software deployed should be provided. Bidder shall be responsible for setting and maintaining the test environment during the entire period of project implementation. The Bidder will ensure that the test environment’s configuration and parameterization for conducting the UAT is in line with Board’s requirements as mentioned in this SOW / Requirements shared with the bidder. The Bidder should ensure that test environment has the same configuration and functionalities and it should be capable of synchronizing from production using restoration/other standard techniques functionalities as that of the live environment.
- Any defects found during the tests shall be immediately rectified or resolved by the Bidder at no cost to the Board. Re-test shall be arranged by the Bidder after the rectification and the re-test shall be documented. Regression testing has to be done after rectification of the defects.
- The Bidder shall be required to perform a range of unit tests for individual sub-system to demonstrate that all items have been installed and configured properly.

RFP for Development of Insaf Academy: Punjab Curriculum and Textbook Board, Lahore

- There should be another System Integration Test after the completion of all unit tests for each individual sub-system to demonstrate successful integration and error handling that the delivered System meets all agreed features and functional requirements specified in the SOW / Requirement Specifications.
- The Bidder shall be required to demonstrate that the delivered System can support the work load mentioned as per the Board's expectation as mentioned by the Board in its requirements.
- The Bidder shall be required to demonstrate that the delivered System can meet all the performance requirements.
- The Bidder shall be responsible for conducting system integration testing to verify that all system elements have been properly integrated and that the system performs all its function.
- The Bidder shall provide adequate resources for troubleshooting during the entire UAT process. After the successful completion of all the testing from Bidder team, the Bidder shall be required to assist the Board in performing the UAT to accept the delivered System.
- The Bidder shall be responsible for maintaining appropriate program change control and version control of the system as well as documentation of UAT and change of configuration and parameterization.
- All errors, bugs, enhancements / modifications required during and after testing shall be resolved within the overall timelines for implementation.
- The Bidder shall be responsible for using appropriate tools for logging, managing, resolving and tracking issues and its progress, arising out of testing and ensuring that all issues are addressed in a timely manner to the satisfaction of the Procuring Agency and as per the requirements. Issue Tracker shall also be made available to Board's team.

v. Training and Documentation

- The Bidder needs to provide training to the Board's technical staff, on system/application administration, configuration and entire operations of the System.
- Training must be provided in all functional areas and should be of sufficient duration – to the User's satisfaction.
- Bidder shall be responsible to develop training and reference materials for all the functionality of the software. Training materials should comprehensively cover all graphs, processes flows, screen-shots of the actual system functionality etc.
- The training should at least cover the following areas:
 - a) Functionality available in the System including logic and methodology of the same.
 - b) Customization / Parameterization
 - c) Techniques for slicing and dicing of data, information and output.
 - d) Advanced trouble shooting techniques if any.

RFP for Development of Insaf Academy: Punjab Curriculum and Textbook Board, Lahore

- e) Deployment of application and identification procedures, application controls, analysis procedures provided as part of the system.
- f) Monitoring and management of Web servers, Middleware, Database as part of the System.
- g) Techniques of customization, development and configuration required for the System provided.
- h) System and application administration such as creation/modification and deletion of user, user groups, user privilege settings, user license management, team creation, workflow creation, data import management, email configuration management, Product Configurations, analysis of application & database logs, document repository management, GUI Creation/Modification, Relationship creation for objects in LMS Information Security Settings etc.

vi. Warranty & Service

- The Bidder shall provide 3 months comprehensive warranty after successful production roll out. It will include bug fix, defect resolution and production roll out as priority one without any additional cost.
- This shall further be covered by a comprehensive annual Service Level Agreement (SLA). The SLA will cover the uninterrupted availability and ensure 99.99% uptime. The SLA will also include the escalation matrix and response time during the occurrence of an incident. This SLA shall be applicable to the software part as well as the video production.

vii. Development, Delivery and Installation

- The content and LMS application as per the purchase order specifications should be delivered in full at our Production, Preproduction, UAT, within a maximum of 6 (six) months from the date of issuing the Purchase order. The timelines are to strictly adhere and any delay shall attract penalty. If the supply is delayed inordinately, the Board can cancel the said purchase deal without any obligation on its part and the same shall be binding on the Bidder. Bidder should install all supplied content, software, database, and 3rd party supporting software, drivers, patches and all other required software for the smooth functioning of the application / system. Bidder should also designate a Project Manager / Leader to ensure installation and operationalization of all supplied software items. This Project Manager / Leader should be the single point contact of the Board for its clarifications, support etc. The Name, designation, contact details of the identified Project Manager / Leader should be informed to the board along with the SCOPE OF WORK. Bidder should submit the detailed documentation for the entire development, delivery and installation in both soft copy and hard copy.

Section-V. Evaluation Criteria

1. Evaluation Weightage

The technical and financial weightage is as under:

Evaluation Element	Weightage
Technical Score	75%
Financial Score	25%

As per above weightage there will be following Technical and Financial total score.

Evaluation Element	Proposal Element	Weight
Technical Score	Capacity, Capability and Experience (Carry forward from previous EOI submission)	100 points
	Technical Proposal	650 points
Financial Score	Financial Proposal	250 points
TOTAL		1000 points

2. Technical Evaluation

2.1 Bifurcation of Technical Evaluation Score:

The Total Technical Score will be calculated as per following details.

Sr. No.	Description	Total Score
Capacity and Capability		
1.	EOI Evaluation (carried forward)	100
Sub-total		100
Project Plan		
1	Scoping	25
2	Work Breakdown Structure (WBS)	50
3	Implementation and Resource Plan (CVs of planned resources to be provided)	50
4	Technical Architecture (High Level Data Flow Diagrams (DFDs), Flow Charts and Entity Relationship Diagram (ERD))	50
5	Risk Management Plan	10
6	Quality Assurance and Security Plan	30
7	Communication plan	10
8	Configuration and Deployment Plan	25
Sub-Total		250

Video Production Plan		
1	Teacher Selection Approach	50
2	Content Preparation Approach	50
3	End-to-end Video Production Plan, Editing and Integration Approach (Tools and technologies, facilities and infrastructure, equipment, personnel)	150
Sub-Total		250
Support and Maintenance		
1	Service Level Agreement (SLA)	10
2	Escalation and Resolution Matrix	20
3	Support Staff Details	20
Sub-Total		50
Presentation		
1	Technical Proposal Presentation (up to 20 mins) with at least 5 sample videos (One for each Subject of different grades) of approximate 4-5 mins	100
Sub-Total		100
Total Technical Score		750

2.2 Passing Score in Technical Evaluation:

The minimum overall score required to be declared as “technically qualified” shall be 65% (i.e. 487.50 out of 750 marks of technical evaluation)

3. Financial Evaluation

The total score for financial evaluation will be 250. It will be calculated for different bidders as per following formula:

$$\text{Score of Financial Evaluation} = \frac{\text{Amount of the lowest bidder}}{\text{Amount of the bidder being evaluated}} \times 250$$

$$\text{Total Marks Obtained} = \text{Marks Obtained in Technical Evaluation} + \text{Marks Obtained in Financial Evaluation}$$

4. Process of Evaluation

- 1) The Evaluation Committee shall evaluate the Technical Proposals as per the above-mentioned criteria.
- 2) The passing marks for Technical Proposal shall be 65%.
- 3) The Financial Proposal of only technically qualified firms shall be opened.
- 4) The total scores shall be calculated by adding the technical score and financial score.

RFP for Development of Insaf Academy: Punjab Curriculum and Textbook Board, Lahore

- 5) The Successful Evaluated Bidder shall be the one who shall obtain maximum score by adding the technical and financial scores.

Section-VI. STANDARD FORMS

Form Tech-1. Technical Proposal Submission Form

[Location, Date]

To,

Project Manager, Insaf Academy
Punjab Curriculum and Textbook Board, Lahore

We, the undersigned, offer to provide the services for the project of “**Design, Development, Installation and Maintenance Support of Insaf Academy as an Online Learning Platform Initially for Science Subjects of Class IX-XII**” in accordance with your Request for Proposal (RFP)

dated 16-08-2021. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to execute the tasks in accordance with the statement of work and our contractual obligations within the given time schedule and up to the entire satisfaction of the procuring agency.

We understand you are not bound to accept any Proposal.

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form Tech-2. Scoping

Part (a)

[The Bidder should exhibit his understanding about the scope of this project in clear, cohesive and comprehensive manner.]

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

Part (b)

[The Bidder should clearly describe the functional requirements that can meet the required feature set by filling the options in following table.:]

Sr. No.	Functional Requirements	Meets	Partially Meets	Does not Meet

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

Form Tech-3. Work Breakdown Structure

[The Bidder should develop a comprehensive Work Breakdown Structure (WBS) where it is required to provide a list of system components / tasks with tentative schedule and resourcing which will be further divided into multiple iterations / sprints]

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

Form Tech-4. Implementation and Resource Plan

The Bidder should describe its proposed approach to the Project implementation that describes the Bidder's approach to meet the requirements, including implementation of the complete project

- a) *identification of critical dependencies;*
- b) *the resources (including their job titles and roles-CVs to be provided);*
- c) *the criteria for successful completion of each of the major tasks;*
- d) *a high-level plan for the transition to full operations;*
- e) *a description of user acceptance testing process for the delivery of each functionality;*
- f) *a proposed issues management and resolution process;*

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form Tech-5. Technical Architecture

[The Bidder should provide the detailed architecture plan including Data Flow Diagram (DFDs), Flow Charts and Entity Relationship Diagram (ERD) which will manifest the clarity of understanding the system design of the project.]

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

Form Tech-6. Risk Management Plan

[The Bidder should describe its approach to risk management. The approach should address risks that may impact the successful delivery of the Project, considering all expectations as described in this Solicitation.

The Bidder should rely on and use its past experience on projects of similar nature and scope as the services described in this Solicitation to identify these potential risks.

Each risk should be clearly described and should contain enough information to describe to the Procuring Agency why the risk is a valid risk. The Bidder should provide Risk Management Matrix with a clear definition of risk mitigation for each identified risk.]

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

Form Tech-7. Quality Assurance and Security Plan

[The Bidder shall demonstrate the Quality Assurance Plan. What kind of tools and techniques will be used for Quality Assurance and application security.]

- *The Bidder shall provide the testing plan that will include black box testing, white box testing, browser compatibility check, screen responsive testing, native mobile application testing*
- *The Bidder shall provide comprehensive plan for application performance testing and load testing*
- *The Bidder shall be required during the Term of the Contract to have and maintain policies and procedures that support IT Security and will address the technical, operational and maintenance security areas.*
- *The Bidder should demonstrate its ability to comply with these requirements by providing evidence of any existing policies that support the security control families in accordance with the GoP Policies.*
- *The Bidder should provide an IT security topology diagram which should include the following components:*
 - a) *interfaces*
 - b) *web*
 - c) *applications*
 - d) *databases*
 - e) *security devices*
 - f) *system management backup infrastructure]*

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form Tech-8. Communication Plan

[The Bidder should provide communication and escalation matrix]

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

Form Tech-9. Configuration and Deployment Plan

[The Bidder should describe the overall approach for the technical deployment model to be used.

- a) *a description of the proposed model for the Project and the approach for deployment through different project waves, including but not limited to:*
- *management of data and processes in the Bidder's Project*
 - *description of supporting technology stack;*
 - *infrastructure management plan;*
 - *system configuration, customization; and*
 - *integration and interoperability plan as the project is rolled out.*
- b) *a description of how the deployed model can meet the scalability and performance as per the specifications described in this RFP document including through peak periods in business cycles; and a data management plan for the project and, if required, a master data plan for the Procuring Agency.]*

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

Form Tech-10. Teacher Selection Approach

[The Bidder should provide teacher selection criteria, methodology and assessment approach.]

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

Form Tech-11. Content Preparation Approach

[The Bidder should provide the details how the contents of the video lectures shall be prepared including but not limited to the following:

- a) Preparation of Topic wise Content for Video lecture
- b) Preparation of Quizzes
- c) Preparation of Mobile Nuggets
- d) Preparation of Short Questions and Answers]

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

Form Tech-12. Video Production Approach

[The Bidder shall provide the approach and methodology for production, editing, integration of the topic wise videos lectures of different subjects along with the tools, techniques and technologies to be used for this purpose. The plan shall include but not limited to the following;

- *Video Production facility, equipment and hardware details (number of studios with respect to quantum of works, cameras, tools, environment, shifts etc.)*
- *Video Production and post production staff details (CVs to be provided along with the job description and title)*
- *Detail of video editing software along with licensing information*
- *Comprehensive production and post production plan and schedule]*

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

Form Tech-13. Support and Maintenance

[The Bidder should provide the warranties, maintenance & service/ support.

- The Bidder should provide major and minor stipulations of Service Level Agreement (SLA) in Annual Maintenance Contract (AMC).
- The Bidder should describe its approach to ensuring continuity of project services, including:
 - a) its approach to service continuity that includes its incident management process and help desk support and any exceptions to continuity;
 - b) its approach to disaster recovery that includes an exercise schedule, roles and responsibilities and communication protocol; and its approach to data recovery.]

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

Form Fin-1. Financial Proposal Submission Form

[Location, Date]

To:

Project Manager, Insaf Academy
Punjab Curriculum and Textbook Board, Lahore

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the sum of [Insert amount(s) in figures and words].

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in relevant section of Bid Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

Form Fin-2. COSTING

Sr. No.	Item	Costs (PKR) (Inclusive of all applicable taxes)
1.	Cost of Development and Production deployment of Learning Management System (LMS)	
2.	Cost of Development and Production deployment of Mobile Apps	
3.	Cost of Production of Videos (approx. 2000 videos with the duration of 15-30 min per video) <u>Note:</u> <ul style="list-style-type: none"> • Provide total cost of approximate video count, however, the payment shall be made as per the actual number of videos • This cost shall include the total cost of pre-production, production and post-production 	
4.	Cost of third-party software licensing (if any)	
5.	Cost of Support and Maintenance for 3 years	
Total Cost (Inclusive of all applicable taxes)		

Total Cost in Words: _____

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Section-VII. General Conditions of Contract

1. Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
	1.2	“Contract” means the terms and conditions, the specifications, the RFP, the letter of award, the contract agreement and such further documents as may be expressly incorporated in the letter of award or contract agreement.
	1.3	“Procuring Agency” means the Punjab Curriculum and Textbook Board, Lahore
	1.4	“SCC” means the Special Conditions of Contract.
	1.5	“Day” means calendar day.
	1.6	“Month” means calendar month.
	1.7	“Contractor/ Service Provider” means the person(s) who’s tender to perform the Contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted (with the consent of the Procuring Agency) assigns of the Contractor/ Service Provider.
	1.8	“Contractor/ Service Provider ’s Representative” means any person nominated by the Contractor/ Service Provider and named as such in the SCC and approved by the Procuring Agency in the manner provided in Procuring Agency clause 17.2 (Contractor/ Service Provider ’s Representative).
	1.9	“Services” means the work to be performed by the Contractor/Service Provider pursuant to this Contract, as prescribed in Section V - Statement of Work (hereinafter referred to as SOW).
	1.10	“Time for Completion” means the time within which Completion of the Services / Project as a whole is to be attained in accordance with the SOW.
	1.11	“User Acceptance” means the acceptance by the Procuring Agency that all the required Functionality mentioned in the SOW is available and is functioning accurately as per the expectation of the Procuring Agency.
	1.12	“Defect Liability Period” means the period of validity of the warranties given by the Contractor/ Service Provider commencing at Completion of the Project, during which the Contractor/ Service Provider is responsible for defects with respect to the Services / Functionality of the System.

<p>2. Contract Documents</p>	<p>2.1</p>	<p><u>Singular and Plural</u> The singular shall include the plural and the plural the singular, except where the context otherwise requires.</p>
	<p>2.2</p>	<p><u>Amendment</u> No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.</p>
	<p>2.3</p>	<p><u>Independent Contractor/Service Provider</u> The Contractor/Service Provider shall be an independent Contractor/Service Provider performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto. Subject to the provisions of the Contract, the Contractor/Service Provider shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Sub-Contractors/Service Providers engaged by the Contractor/Service Provider in connection with the performance of the Contract shall be under the complete control of the Contractor/Service Provider and shall not be deemed to be employees of the Procuring Agency, and nothing contained in the Contract or in any subcontract awarded by the Contractor/Service Provider shall be construed to create any contractual relationship between any such employees, representatives or Sub-Contractors/Service Providers and the Procuring Agency.</p>
<p>3. Notices</p>	<p>3.1</p>	<p>Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, registered mail, airmail post, special courier, cable, telegraph, telex, facsimile or email to the address of the relevant party set out in the SCC, with the following provisions:</p>
<p>4. Communications</p>	<p>4.1</p>	<p>Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified.</p>
<p>5. Location</p>	<p>5.1</p>	<p>The services shall be performed at such locations as are specified in SCC.</p>
<p>6. Authorized Representatives</p>	<p>6.1</p>	<p>Any action required or permitted to be taken, and any document required or permitted to be executed under this contract by the Procuring Agency or the contractor/service provider may be taken or executed by the officials specified in the SCC.</p>

7. Governing Law	7.1	The Contract shall be governed by and interpreted in accordance with laws of the Islamic Republic of Pakistan.
8. Language	8.1	This Contract has been executed in the language specified in the SCC , which shall be binding and controlling language for all matters relating to the meaning or interpretation of this contract.
9. Scope of Services	9.1	Unless otherwise expressly limited in the Statement of Work (SOW), the Contractor/ Service Provider's obligations cover the provision of services given in the SOW and the Contract Agreement.
	9.2	The Contractor/Service Provider shall, unless specifically excluded in the Contract, perform all such work and/or supply all such services not specifically mentioned in the SOW and Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Project.

A. Commencement, Completion, Modification and Termination of the Contract

10. Effectiveness of the contract	10.1	This Contract shall come into force and effect on the date the Letter of Award (LOA) is issued to the Contractor / Service Provider.
11. Time for Commencement and Completion	11.1	The Contractor/Service Provider shall commence work within the period specified in the SCC and without prejudice to Procuring Agency sub-Clause 11.2 hereof, the Contractor/Service Provider shall thereafter proceed with the services in accordance with the time schedule specified in the work plan to be annexed along the Contract Agreement.
	11.2	The Contractor/Service Provider shall attain Completion of the services (or of a part where a separate time for Completion of such part is specified in the Contract) within the time stated in the SCC or within such extended time to which the Contractor/ Service Provider shall be entitled under Procuring Agency.

12. Extension of Time for Completion	12.1	The Time(s) for Completion specified in the SCC shall be extended if the Contractor/Service Provider is delayed or impeded in the performance of any of its obligations.
13.Modification or Variations	13.1	Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
14.Suspension	14.1	The Procuring Agency may, by written notice of suspension to the Contractor/Service Provider, suspend all payments to the Contractor/Service Provider hereunder if the Contractor/Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractor/Service Provider to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Contractor/Service Provider of such notice of suspension.
15.Termination	15.1	<p>This Contract may be terminated by either Party as per provisions set up below:</p> <p>By the Procuring Agency. -</p> <p>15.1.1 The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice termination to the Contractor/Service Provider</p> <ul style="list-style-type: none"> a. If the Contractor/Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18; b. If the Contractor/Service Provider becomes (or, if the Contractor/Service Provider consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; c. If the Contractor/Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 72.2;

		<p>By the Contractor/Service Provider. -</p> <p>15.1.2 The Contractor/Service Provider may terminate this Contract, by not less than thirty (30) calendar days" written notice to the Procuring Agency in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>a. If the Procuring Agency fails to pay any money due to the Contractor/Service Provider pursuant to this Contract and not subject to disputed pursuant to Clause GCC 72.2 within forty-five (45) calendar days after receiving written notice from the Contractor/Service Provider that such payment is overdue.</p> <p>b. If, as the result of Force majeure, the Contractor/Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</p> <p>c. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 72.1.</p> <p>d. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Contractor/Service Provider may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor/Service Provider's notice specifying such breach.</p> <p>Cessation of Rights and obligations.</p> <p>15.1.3 Upon termination of this Contract pursuant all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality (iii) the Contractor/Service Provider's obligation to permit inspection, copying and auditing of their accounts and records and (iv) any right which a Party may have under the Applicable Law.</p> <p>Cessation of Services</p> <p>15.1.4 Upon termination of this Contract by notice of either Party to the Contractor/Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures</p>
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		<p>for this purpose to a minimum. With respect to documents prepared by the Contractor/Service Provider and equipment and materials furnished by the Procuring Agency, the Contractor/Service Provider shall proceed as provided, respectively.</p> <p>Payment upon Termination. -</p> <p>15.1.5 Upon termination of this Contract, the Procuring Agency shall make the following payments to the Contractor/Service Provider:</p> <p>payment for Services satisfactorily performed prior to the effective date of termination; and</p> <p>in the case of termination pursuant to paragraphs (d) and reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.</p>
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B. Obligations of the Contractor/Service Provider

<p>16. Contractor/Service Provider's Responsibilities</p>	<p>16.1</p>	<p>The Contractor/Service Provider shall comply with all laws in force in the Islamic Republic of Pakistan and local bylaws and where the Installation Services are carried out. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor/Service Provider. The Contractor/Service Provider shall indemnify and hold harmless the Procuring Agency from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor/Service Provider or its personnel, including the Sub-Contractor/Service Provider and their personnel, but without prejudice to Procuring Agency.</p>
	<p>16.2</p>	<p>The Contractor/Service Provider shall permit the Procuring Agency to inspect the Contractor/Service Provider's accounts and records relating to the performance of the Contractor/Service Provider and to have them audited by auditors appointed by the Procuring Agency, if so required.</p>
	<p>16.3</p>	<p>The Contractor/ Service Provider shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Islamic Republic of Pakistan, that are necessary for the performance of the Contract, including, without limitation, visas for the Contractor/Service Provider's and Sub-Contractor/Service Provider's personnel and entry permits for</p>

RFP for Development of Insaf Academy: Punjab Curriculum and Textbook Board, Lahore

		all imported Contractor/Service Provider's Equipment, if needed. The Contractor/Service Provider shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Procuring Agency under Procuring Agency sub-clause 20.1 hereof and that are necessary for the performance of the Contract.
17. Conflict of interest	17.1	<p>The Contractor/Service Provider shall hold the Procuring Agency's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interest.</p> <p>Contractor/Service Provider not to benefit from Commissions, Discounts, etc.</p> <p>The payment of the Contractor/Service Provider shall constitute the Contractor/Service Provider's only payment in connection with this contract and subject to clause GCC, the Contractor/Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or in the discharge of its obligations hereunder, and the Contractor/Service Provider shall use its best efforts to ensure that any Sub-Contractor/Service Provider, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p>
18. Confidentiality	18.1	Except with the prior written consent of the Procuring Agency, the Contractor/Service Provider and the experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Contractor/Service Provider and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
19. Liability of the Contractor/Service Provider	19.1	Subject to additional provisions, if any, set forth in the SCC the Contractor/Service Provider's liability under this Contract shall be provided by the Applicable Law.
20. Accounting, Inspection and Auditing	20.1	<p>The Contractor/Service Provider shall keep, and shall make all reasonable efforts to cause its Sub-Contractor/Service Providers to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.</p> <p>The Contractor/Service Provider shall permit and shall cause its Sub-Contractor to permit, the Procuring Agency and/or persons appointed by</p>

RFP for Development of Insaf Academy: Punjab Curriculum and Textbook Board, Lahore

		the Procuring Agency to inspect the Site and/or all accounts and records relating to the performance of the contract and the submission of the proposal to provide the services, and to have such accounts and records audited by auditors appointed by the Procuring Agency. The Contractor/Service Provider's attention is drawn which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency inspection and audit rights provided for under this clause GCC, constitute a prohibited practice subject to contract termination.
21. Reporting Obligations	21.1	The Contractor/Service Provider shall submit to the Procuring Agency the reports and documents, in the form as may be specified from time to time.
22. Proprietary Rights of the Procuring Agency in reports and records	22.1	Unless otherwise indicated in the SCC , all reports and relevant data and information such as source code, maps, diagrams, plans databases, other documents and software, supporting records or material compiled or prepared by the Contractor/Service Provider for the Procuring Agency in the course of the services shall be confidential and become and remain the absolute property of the Procuring Agency. The Contractor/Service Provider shall, not later than upon termination or expiration of this contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Contractor/Service Provider may retain a copy of such documents, data and /or software but shall not use the same for purposes unrelated to this contract without prior written approval of the Procuring Agency.
	22.2	If license agreements are necessary or appropriate between the Contractor/Service Provider and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Contractor/Service Provider shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

C. Obligations of the Procuring Agency

23. Procuring Agency's Responsibilities	23.1	The Procuring Agency shall ensure the accuracy of all information and/or data to be supplied by the Procuring Agency as described in the corresponding Section-III (Statement of Work) to the Contract, except when otherwise stated in the Contract.
24. Assistance and Exemptions	24.1	Unless otherwise specified in the SCC , the Procuring Agency shall use its best efforts to: (a) Assist the Contractor/Service Provider with obtaining work permits and such other documents as shall be necessary to enable the Contractor/Service Provider to perform the Services.
25. Change in the Applicable Law Related to Taxes and Duties	25.1	If, after the date of this Contract, there is any change in the applicable law in the country with respect to taxes and duties which increases or decreases the cost incurred by the Contractor/Service Provider in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Contractor/Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in GCC .

D. Payment

26. Contract Price	26.1	The Contract Price shall be as specified in Contract Agreement.
	26.2	Unless indicated otherwise in the SCC , the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the services or as otherwise provided in the Contract.
27. Terms of Payment	27.1	The Contract Price shall be paid as specified in the corresponding (Terms and Procedures of Payment) to the Contract Agreement.

<p>28. Taxes and Duties</p>	<p>28.1</p>	<p>Except as otherwise specifically provided in the Contract, the Contractor/Service Provider shall bear and pay all taxes, duties, levies and charges assessed on the Contractor/Service Provider, its Sub-Contractor or their employees by all provincial or national government authorities in connection with the facilities in and outside of the Islamic Republic of Pakistan where the Site is located.</p>
	<p>28.2</p>	<p>For the purpose of the Contract, it is agreed that the Contract Price specified in (Contract Price and Terms of Payment) of the Form of Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date twenty-eight (28) days prior to the date of tender submission in the Islamic Republic of Pakistan (hereinafter called "Tax" in this Procuring Agency). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor/Service Provider, Sub-Contractor or their employees in performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be, in accordance with Procuring Agency.</p>
<p>29. Liquidated Damages</p>	<p>29.1</p>	<p>If the Contractor fails to perform the works within the time stated in the contract or within any extended time allowed for by the Employer the Contractor shall pay to the Employer as Liquidated Damages at a rate of 0.1% to 15% of the Contract value per day up to a sum of equivalent to the amount of the performance guarantee.</p>
<p>30. Performance Security</p>	<p>30.1</p>	<p><u>Issuance of Securities</u> The contractor shall provide the securities specified below in favor of the Procuring Agency at the times, and in the amount, manner and form specified below.</p>

	30.2	<p><u>Advance payment Security</u></p> <p>1.2.1. The Contractor / Service provider shall, within twenty-eight (28) days of the notification of contract award, provide a security in an amount as specified in the SCC.</p> <p>1.2.2. The Security shall be in the form provided in the RFP documents or in another form acceptable to the Procuring Agency. The security shall be returned to the Contractor immediately after its expiration.</p> <p>1.2.3. Where circumstances necessitate the amendments of the contract after signature and such amendment is affected, the Procuring Agency shall require the Contractor to provide additional performance security to cover any cumulative increase with reference to initial Contract price.</p>
31. Intellectual Property Copyright	31.1	<p>The copyright in all drawings, documents and other materials containing data and information furnished to the Procuring Agency by the Contractor/ Service Provider herein shall remain vested in the Procuring Agency or, if they are furnished to the Procuring Agency directly or through the Contractor/Service Provider by any third party, including suppliers of materials, the copyright in such materials shall remain vested in Procuring Agency.</p>

<p>32. Confidential Information</p>	<p>32.1</p>	<p>The Procuring Agency and the Contractor/Service Provider shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party, except PPRA, any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor/Service Provider may furnish to its Sub-Contractor such documents, data and other information it receives from the Procuring Agency to the extent required for the Sub-Contractor to perform its work under the Contract, in which event the Contractor/Service Provider shall obtain from such Sub-Contractor an undertaking of confidentiality similar to that imposed on the Contractor/Service Provider under this Procuring Agency.</p>
	<p>32.2</p>	<p>The above provisions of this Procuring Agency shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the SOW or any part thereof.</p>

E. Execution of the Services and Works

<p>33. Representatives</p>	<p>33.1</p>	<p><u>Contractor/Service Provider 's Representative</u></p> <p>33.1.1 If the Contractor/ Service Provider 's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor/Service Provider shall appoint the Contractor/Service Provider 's Representative and shall request the Procuring Agency in writing to approve the person so appointed. If the Procuring Agency makes no objection to the appointment within fourteen (14) days, the Contractor/Service Provider's Representative shall be deemed to have been approved. If the Procuring Agency objects to the appointment within fourteen (14) days giving the reason therefor, then the Contractor/Service Provider shall appoint a replacement within fourteen (14) days of such</p>
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RFP for Development of Insaf Academy: Punjab Curriculum and Textbook Board, Lahore

		objection, and the foregoing provisions of this Procuring Agency sub-Clause 53.2.1 shall apply thereto.
		<p>33.1.2 The Contractor/Service Provider's Representative shall represent and act for the Contractor/ Service Provider at all times during the currency of the Contract and shall give to the Project Manager "Insaf Academy" all the Contractor/Service Provider's notices, instructions, information and all other communications under the Contract. All notices, instructions, information and all other communications given by the Procuring Agency or the Project Manager "Insaf Academy" to the Contractor/Service Provider under the Contract shall be given to the Contractor/Service Provider's Representative or, in its absence, its deputy, except as herein otherwise provided. The Contractor/Service Provider shall not revoke the appointment of the Contractor/Service Provider's Representative without informing the Procuring Agency.</p>
34. Work Programme	34.1	<p><u>Contractor/Service Provider</u></p> <p>The Contractor/Service Provider shall supply to the Procuring Agency Organizational Breakdown Structure/Chart to be established by the Contractor/Service Provider for carrying out work.</p>
	34.2	<p><u>Programme of Performance:</u></p> <p>Within ten (10) days after the date of signing the Contract Agreements, the Contractor/ Service Provider shall prepare and submit to the Project Manager "Insaf Academy" a detailed programme of performance of the Contract including Work Breakdown Structure, made in the form specified in the SCC and showing the sequence in which it proposes to design, develop, install and implement the project.</p>
	34.3	<p><u>Progress Report</u></p> <p>The Contractor/Service Provider shall provide a progress report to the Project Manager "Insaf Academy" every month, in a form acceptable to the Project Manager "Insaf Academy" and shall indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the programme, giving comments and likely consequences and stating the corrective action being taken.</p>

<p>35. Ownership</p>	<p>35.1</p>	<p>All the components of the system as per SOW including but not limited to source codes, database design, schema, passwords and educational, instructional, demonstrational material, graphics, videos, images, animations, quizzes, solutions etc. shall be owned by the Procuring Agency.</p>
<p>36. Force Majeure</p>	<p>36.1</p>	<p>Force majeure shall include, without limitation, the following:</p> <p>(a) The Bidder shall not be liable for forfeiture of its performance security, penalty (s), or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>(b) For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Bidder and Purchaser that is, hurricane, floods, earth quick, volcanic eruption, wars or revolutions, fires epidemics, quarantine restrictions, freight embargoes, etc.</p> <p>(c) If a Force Majeure situation arises, the Bidder shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternatives means for performance not prevented by the Force Majeure event.</p> <p>(d) Increase of Lockdown due to Pandemic situation, the Competent Authority of PCTB shall revise the schedule of supply.</p>
<p>37.</p>	<p>37.1</p>	<p><u>Arbitration</u></p> <p>If dispute of any kind whatsoever arises between the Procuring Agency and the Contractor/Service Provider in connection with this Contract—whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Arbitrator as per the law of arbitration enforced in Pakistan.</p>

Section VIII. Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over.

SCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
General	
1.	<p>Address for notice purposes: The Secretary, Punjab Curriculum and Textbook Board, Lahore 21 E / II, Gulberg III, Lahore 042-99232089 and secypctb@gmail.com].</p> <p>The Contractor/ Service Provider: <i>[Name, address and telephone number]</i>.</p> <p>The Contractor/ Service Provider 's Representative(s) <i>[Name, address, telephone number and e-mail address]</i></p>
2.	<p>Governing Law: The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.</p>
3.	<p>Language: The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in English.</p>
4.	<p>Authorized Representatives: The Procuring Agency: Secretary, PCTB / Project Manager (Insaf Academy) Punjab Curriculum and Textbook Board, Lahore 21 E / II, Gulberg III, Lahore 042-99232089 and secypctb@gmail.com].</p>
Commencement, Completion, Modification and Termination of the Contract	
5.	Time of Completion of the project is 6 months, after which the support and maintenance period of three years will start.
6.	The Procuring Agency may modify the Functional Requirements in compliance with amendments made in rules, regulations and instructions issued by the Procuring Agency during the project of "Design, Development, Installation and

RFP for Development of Insaf Academy: Punjab Curriculum and Textbook Board, Lahore

	Maintenance Support of Insaf Academy as an Online Learning Platform initially for Science Subjects of Class IX-XII”.
Payment	
7.	All the payments to be released to the contractor/service provider shall be made in PKR only.
8.	Payments will be made to the Contractor through interim certificates if the completed works/services are in compliance with the terms of the contract.
9.	If the Contractor/ Service provider fails to perform the deliverables within the time stated in the contract or within any extended time allowed for by the Procuring Agency the Contractor/ Service provider shall pay to the Procuring Agency as Liquidated Damages at a rate of 0.1% to 15% of the Contract value per day up to a sum of equivalent to the amount of the performance guarantee.
Performance Security	
10.	The amount of performance security, as a percentage of total bid price for which a separate time for Completion is provided, shall be 10% of the contract price.
11.	The performance security shall be in the form of the <i>Unconditional Guarantee</i> .

Section-IX. Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

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 Punjab 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 Bidder represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations 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.

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, representative or warranty.

Bidder accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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, 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by 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.

RFP for Development of Insaf Academy: Punjab Curriculum and Textbook Board, Lahore

I, _____ also certifies that firm has not been blacklisted by Government of the Punjab, or any Administrative Department, Attached Department, Autonomous Body, Special Institution, Agency thereof or any other entity owned or controlled by it.

Deponent

CNIC # _____

Verification

Verified on Oath at Lahore on this day _____ that the contents of the above statement are true to the best of my knowledge and belief and nothing of importance has been omitted or concealed.

Deponent

CNIC # _____