



Government of Pakistan  
**Pakistan Telecommunication Authority**

**REQUEST FOR EXPRESSION OF INTEREST (EOI)**

**HIRING OF SERVICES OF  
INTERNATIONAL CONSULTANT/CONSULTANCY FIRM FOR  
Right of Way (RoW) and Telecommunications Infrastructure**

Pakistan Telecommunication Authority (PTA), the CLIENT, the Telecommunication Regulator in Pakistan, invites Expression of Interest (EOI) from internationally reputed consultant firms / consultants, for the consulting services for Right of Way (RoW) and Telecommunications Infrastructure. The International Firm will work in collaboration with qualified Local Representative Company in Pakistan, listed on active taxpayer list of Federal Board of Revenue (FBR).

Method of selection/evaluation criteria is quality & cost based as provided under Regulation 3 (b) of PPRA Consultancy Service Regulations 2010.

Interested parties may please download the "Request for Proposal (RFP)" from [www.pta.gov.pk](http://www.pta.gov.pk) and Public Procurement website [www.ppra.org.pk](http://www.ppra.org.pk), free of cost.

The EOI prepared in accordance with the instructions in the RFP document, must reach the Office of Director General (Strategy & Development), PTA HQs, F-5/1, Islamabad Pakistan, on or before **1200 Hours, Tuesday, 31st October 2017**. Technical proposals will be opened on the same day at **1230 Hours**.

**Director General (Strategy & Development)**

Pakistan Telecommunication Authority

PTA HQs, F-5/1, Islamabad Pakistan

**email: [infra2017@pta.gov.pk](mailto:infra2017@pta.gov.pk)**

Tel: +92 (51) 9203911, Fax: +92 (51) 2878120

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**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**HIRING OF CONSULTING FIRM**

**FOR**

**RIGHT OF WAY (RoW)**

**and**

**TELECOMMUNICATIONS INFRASTRUCTURE**

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## 1. Introduction

1.1. Pakistan Telecommunication Authority (PTA)(hereinafter called the “CLIENT” which expression shall mean and include, unless the context otherwise requires, its successors in the office and assigns), a regulatory authority for the telecommunication sector in Pakistan was established as a corporate body under Section 3 of the Pakistan Telecommunication (Re-Organization) Act, 1996 (*herein after referred to as "the Act"*).

1.2. The strategic vision of CLIENT is “to create a fair regulatory regime to promote investment, encourage competition, protect consumer interest and ensure high quality Information and Communication Technology (*ICT*) services”.

1.3. Telecommunication Sector of Pakistan was deregulated in 2003 with the issuance of De-regulation Policy 2003 and Mobile Cellular Policy 2004. Liberalization and de-regulation of telecom sector has resulted in unprecedented growth in availability and use of telecom services in the country, thereby provided socio economic opportunities to the people of Pakistan. In order to continue the growth momentum in the telecom sector, to provide policy consistency and necessary regulatory changes, and building investor confidence, Government initiated the process for the review of telecom policy in 2014. After due deliberation with all the relevant stakeholders, Government of Pakistan issued the Telecommunication Policy 2015, which provides a comprehensive framework and roadmap for the regulatory and policy environment for Pakistan’s telecom sector.

1.4. Services of an independent Consulting Firm (*hereinafter referred to as "CONSULTANT"*)are sought by the CLIENT (As per Clause 7 of the Telecommunication Policy 2015)for providing professional services to (a)develop a legislative framework for granting Right of Way (RoW)for telecommunications infrastructure; (b) devise schedule of charges for right of way for public, private, cantonments and other jurisdictions;(c) develop outside plant code; (d)identify standards for in-building cabling; (e) prepare guidelines for use of utility infrastructure; (f)develop framework for provision of wholesale fiber services on fair and non-discriminatory basis; keeping in view the current market state and the applicable legal and regulatory framework.

1.5. Request for Proposal (*RFP*) is invited on the basis of the terms and conditions illustrated in this document, for which the applicant shall provide details along with the required proposals. Proven expertise in technical, legal, financial and regulatory matters related to right of way issues and telecommunications infrastructure with sound experience of implementing similar projects. The focus of this Consultancy Project is telecommunication infrastructure, right of way, standards for outside plant codes, in-building cabling, usage of fiber on wholesale basis at a fair and non-discriminatory basis, and therefore the CLIENT

intends to hire the services of experienced Consultants having in-depth knowledge of Worldwide Frameworks, Standards and Overall Technology Evolution.

## **2. Information for the CONSULTANT**

2.1. The CONSULTANT(s) are invited to submit a sealed package containing Technical Proposal and Financial Proposal, in separately marked sealed envelopes as per PPRA Rules available on *www.ppra.org.pk* and as outlined in Section 4. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the successful Consultant;

2.2. The CONSULTANT may request a clarification of any of the RFP documents not later than 10 working days prior to the submission date of the “PROPOSAL”. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the CLIENT’s address given below:

Director General (Strategy &Development)  
Pakistan Telecommunication Authority  
PTA HQs, F-5/1, Islamabad Pakistan  
email: [infra2017@pta.gov.pk](mailto:infra2017@pta.gov.pk)  
Tel: +92 (51) 9203911  
Fax: +92 (51) 2878120

2.3. The CLIENT will respond by facsimile or electronic mail to such requests and will publish on CLIENT’s website the response (including an explanation of the query but without identifying the source of inquiry) for information of all the intending CONSULTANTS;

2.4. At any time before the submission of proposals, the CLIENT may, for any reason, whether at its own initiative or in response to a clarification requested by the CONSULTANT, amend or modify the RFP. Any amendments shall be issued in writing through addenda. The CLIENT shall post the addenda on its website. The addenda shall be considered part of the RFP and will be considered a binding. The CLIENT may at its sole discretion extend the deadline for the submission of proposals;

2.5. The costs of preparing the proposal and of negotiating the contract, including visit(s) to the CLIENT, are not reimbursable as a direct cost of the assignment;

2.6. The CLIENT is not bound to accept any of the proposals submitted, however, upon request, ground of rejection of bid, shall be communicated to the applicant;

2.7. The Consultant, its authorized representative, its substantial equity holders and all its members would be jointly and severally responsible for consultancy on regulatory issues of the CLIENT; and

2.8. The CONSULTANT must review the following documents available on the CLIENT website([www.pta.gov.pk](http://www.pta.gov.pk)): The Pakistan Telecommunication Re-Organization Act 1996 and Telecommunication Policy 2015.

### **3. Terms of References (ToRs)**

#### **3.1. Objectives of Consultancy**

3.1.1 To develop the necessary guidelines and technical specifications to enable licensed operators of public telecommunications networks and other authorized Right of Way (RoW) and telecommunications infrastructure providers; to design, deploy, operate and protect telecommunications network infrastructure. Study best international practices and upcoming technological developments, prepare comprehensive reports/proposals, wherever required, propose frameworks to enable physical infrastructure and rights of way required for the roll out of telecommunications networks that are readily available and accessible through clear processes in line with Chapter 7 of the Telecommunication Policy 2015;

3.1.2 Recommend the design in consultation with the relevant Ministries, Provincial Governments, Council of Common Interest and Civic/other authorities, a nationally agreed process for granting of rights of way at prices that lead to investment by telecommunications operators;

3.1.3 To implement cost savings in the telecommunications industry and to mitigate the delays incurred in procuring rights of way for new infrastructure, reducing environmental impact, sharing of passive and active infrastructure will be considered before granting a new right of way or space to build towers or for other infrastructure;

3.1.4 Design codes for outside plant that will allow standardization in the provision of infrastructure;

3.1.5 Design the processes for deployment of infrastructure elements capable of delivering various services including but not limited to Towers, In Building Solution (IBS), Distributed Antenna System (DAS) and broadband network – access and backbone and the long distance network; and

3.1.6 Finally, the availability of wholesale fiber services at reasonable and affordable charges based on fair and non-discriminatory basis.

#### **3.2. Scope of Work (SoW)**

The scope of the work shall include the following list of tasks:

3.2.1 The consultants shall study International best practices and recommend legal framework on Right of Way (RoW); this may include suggesting an independent Corporate Body to deal with Right of Way issues in Pakistan. One of the task of this Corporate Body shall be validation of the conditions that are deemed necessary to permit public telecommunications network operators to construct, develop and



maintain their networks in public and private properties. This Corporate Organization will be the interfacing body between the telecommunications industry and the relevant stakeholders and will be focal point to receive and route the various consultation and approval forms between all Telecommunications Infrastructure Providers and all other Utilities Infrastructure Providers;

3.2.2 To undertake an in-depth analysis/review of current mechanism for Right of Way (RoW), the issues faced, inconsistencies in the process in comparison with best international practices and upcoming technological advancements; and recommend in consultation with all the stakeholders including but not limited to relevant Ministries, Provincial Governments and the Civic Bodies/Agencies that provide Right of Way (RoW) and those having RoW oversight; a fast track standardized process associated with the provision of rights of way including standardized charges (one time and/or periodic) for space on land and on/in buildings for the installation of telecommunications infrastructure. These should cover both areas that are already developed (for example where a road, footpath and railway infrastructure has been installed) and those to be developed or redeveloped (where an infrastructure has yet to be installed). The framework will include (a) Standard processes for granting rights of way; (b) Arbitration processes; (c) Responsibilities for granting rights of way;

3.2.3 Devise Schedule of charges for reasonably pricing rights of way as required by the Act with the aim of (a) providing a charging mechanism in line with the decision already taken by the Inter Provincial Coordination Committee of the Government of Pakistan applicable to all government organizations including municipalities, cantonments, areas administered by Defence organizations, Defence Housing Authorities (DHA) and various Housing Societies and Housing Schemes/Organizations such as Bahria Town, etc., and all such geographic and jurisdictional set ups where Right of Way (RoW) may be requested by Telecommunication Companies and there is a possibility of the owner of such area or land obstructing or delaying RoW and/or demanding unreasonable charges or delaying for providing RoW. An effort shall be made to keep the process / SoP as simple as possible. (b) Encouraging site sharing by way of levying nominal charges on sharing a site;

3.2.4 Recommendations in view of applicable legal frameworks to promote the use of electricity networks, water, gas and other pipelines to provide rights of way, and in some cases infrastructure for telecommunications, and the preparation of guidelines for their use and pricing. The consultant on behalf of Federal Government will consult with owners of utility infrastructure over specific proposals for an economic pricing methodology based on the cost of rights of way for the utilities.

3.2.5 Development of an advisory code for local authorities to ensure that ducts and associated access points are provided in new roads, footpaths and railway tracks, and those that are being rebuilt. The CONSULTANT will work with the relevant/appropriate authorities for roads to develop a code for the construction of

telecommunications ducts to be included in the specification for any road or railway construction or rebuilding program. The code will provide a specification for ducts to carry telecommunications cabling including any necessary related power cabling and voids or spaces to be provided at critical points for the provision of buried or surface mounted equipment chambers. The consultant will also recommend the terms on which ducts and voids/spaces are provided to telecommunications license holders, taking account of the need to stimulate and facilitate the provision of telecommunications infrastructure. The tariff for the use of such infrastructure will be determined in manner equivalent to that for rights of way. The building costs for ducts, spaces and voids will be included in the budget for the road, footpath or railway track and will be borne by the budget holder; and

3.2.6 The CONSULTANT will work with PTA, Ministry of Information Technology and Telecommunication (MoITT), Telecommunications Licensees and other relevant Ministries and Divisions of Government of Pakistan, including relevant public and private sector companies to prepare a framework for wholesale fiber services on a fair and non-discriminatory basis.

### 3.3. Deliverables

3.3.1. **Right of Way:** The consultants shall study International best practices and prepare legal framework on Right of Way, this may include suggesting an independent corporate body to deal with Right of Way issues in Pakistan, an Authority or a Commission fully empowered and responsible for Right of Way (RoW) in accordance with the laws, rules, and regulations in Pakistan. The Consultants shall prepare legal framework for the Corporate Body to be established by the Government of Pakistan. This process will be completed with adequate understanding of the issues, and the Consultants are expected to provide comprehensive legal document (Framework) that will be considered as the foundation of whole structure, to deal amicably on a crucial subject of Right of Way (RoW) in Pakistan. .

3.3.2. One of the task of this Corporate body shall be validation of the conditions that are deemed necessary to permit public telecommunications network operators to construct, develop and maintain their networks in public and private properties. This Corporate Organization will be the interfacing body between the telecommunications industry and the relevant stakeholders and will be focal point to receive and route the various consultation and approval forms between all Telecommunications Infrastructure Providers and all other utilities infrastructure providers.

3.3.3. The Consultants are required to advise on the interim solution on RoW till such time that an independent Corporate Body on Right of Way is established under a comprehensive legal framework in Pakistan

3.3.4. In light of best international practices, Clause 7.1 of Telecom Policy 2015 and in consultation with relevant Ministries, Provincial Governments and the Council of Common Interest and Bodies/Agencies that have right of way oversight , including those responsible for electrical power, gas, and water transmission/ distribution and sewage to determine the requirement for a common approach to the provision and coordination of all rights of way, develop a framework associated with the provision of rights of way including space on land and on/ in buildings for the installation of Right of Way (RoW) and telecommunications infrastructure which should cover both areas that are already developed (for example where a road, footpath and railway infrastructure has been installed) and those to be developed or re-developed (where an infrastructure has yet to be installed); The framework in line with Clause 7.1 of Telecom Policy 2015 must include at least the following:

- a) Standard Fast Track Processes for grant Right of Way (RoW);
- b) Arbitration Processes;
- c) Responsibilities for granting rights of ways; and
- d) Schedule of Charges by Organizations for reasonably pricing rights of way as required by the Act with the aim of (i) providing a uniform charging mechanism in line with the decision already taken by the Inter Provincial Coordination Committee of the Government of Pakistan applicable to all government organizations including cantonments and areas administered by Defence organizations, and (ii) encouraging site sharing by way of levying nominal and/or no additional charges on sharing a site.

3.3.5. **Outside Plant Code:** In line with international standards and best international practices and Clause 7.2 of Telecom Policy 2015 develop an outside plant code for roads and footpaths to endure ducts and access points; The code must include at least the following:

- a) An advisory code developed in consultation with the appropriate road and local authorities to ensure that ducts and associated access points are provided in new roads, footpaths and railway tracks, and those that are being rebuilt. The code will be implemented by the appropriate local authorities;

b) The code will provide a specification for ducts to carry telecommunications cabling including any necessary related power cabling and voids or spaces to be provided at critical points for the provision of buried or surface mounted equipment chambers;

c) This code will be required also, to determine the terms on which ducts and voids/spaces are provided to telecommunications license holders, taking account of the need to stimulate and facilitate the provision of telecommunications infrastructure;

d) The tariff for the use of such infrastructure will be determined in manner equivalent to that for rights of way. The building costs for ducts, spaces and voids will be included in the budget for the road, footpath or railway track and will be borne by the budget holder.

**3.3.6. Use of Utility Infrastructure:** Best International Practices shall be followed for the whole process as much possible in Pakistan's context. In line with Clause 7.4 of Telecom Policy 2015 prepare guidelines for use and pricing of utility infrastructure in view of applicable legal frameworks to promote the use of electricity networks and water, gas and other pipelines to provide rights of way, and in some cases infrastructure for telecommunications, and the preparation of guidelines for their use and pricing. The consultant on behalf of Federal Government (MoIT) will consult with owners of utility infrastructure over specific proposals for an economic pricing methodology based on the cost of rights of way for the utilities;

**3.3.7. Use of Fiber:** The Consultant shall work on Clause 7.7(7.7.1, 7.7.2, and 7.7.3) of Telecom Policy 2015. The consultant in collaboration with all stakeholders will advice on the charges of dark fiber in Local Loop and Long Distance and International (LDI) jurisdictions, develop cost/charges for whole sale fiber services on a fair and non-discriminatory basis. The Consultant will prepare a regulatory framework for PTA on suitable timings for transition from copper to fiber and roll out plans on Country-wide basis as per requirement and need basis.

**3.3.8. Payments:** The CLIENT will make the payments to the CONSULTANT in line with the above deliverables. Payments will be made on acceptance of deliverable by the CLIENT as a completed item. The payment shall be made as per following:

- a,) Fifteen percent (15 %) of the CONTRACT price shall be paid on completion of legal framework, proposing establishment of Independent Corporate Body on Right of Way in Pakistan in accordance within the ambit of relevant laws, rules regulations and

procedures in vogue and completion of tasks as detailed in 3.3.1 and 3.3.2 above;

- b.) Fifteen percent (15 %) of the CONTRACT price shall be paid on completion of the interim solution on RoW as per 3.3.3 above.
- c.) Thirty percent (30%) of the CONTRACT price shall be paid after approval of Right of Way Framework inclusive of the Schedule of Charges as detailed in 3.3.4 above;
- d.) Ten percent (10%) of the Contract price shall be paid upon approval of the outside plant code developed after consent of all the stakeholders as detailed in 3.3.5 above;
- e.) Twenty percent (20%) of the CONTRACT price shall be paid upon approval of the guidelines for use of utility infrastructure and its charging mechanism as per 3.3.6 above; and
- f.) Ten percent (10%) of the CONTRACT Price shall be paid after approval of the Use of Fiber, charges for dark fiber on hiring/lease basis, and the conditions listed in clause 7.7(7.7.1, 7.7.2 and 7.7.3) of Telecommunication Policy 2015.

### **3.4. Competency and Expertise**

3.4.1. The CONSULTANT is expected to provide all the expertise to the CLIENT to complete each deliverable. Technical proposal will be evaluated based on expertise given herein below in accordance with the criteria and manner as specified in clause 5.2 of RFP. The applicants are required to highlight competencies and expertise in following areas including but not limited to:

- a) Technical Expertise:
  - i.) Provision of consultancy/advisory services in ICT sector with strong emphasis on latest and emerging technical trends and regulatory issues related to Telecom Infrastructure;
  - ii.) Experience in formulation of right of way frameworks, outside plant code, in-building cabling, infrastructure sharing, Licensing Framework and its implementation;

iii.) Experience in International Consultancy projects of intricate issues in telecommunications and associated industry.

iv.) Proven experience involving direct engagement and in-depth knowledge of relevant regional and international standard bodies/forums i.e. ITU, IEEE, ETSI, ANSI etc;

v.) Qualification of Experts and Team Members working on this assignment/project.

b) Legal Expertise:

i.) Development of effective legal regulatory instruments like regulations, frameworks, standards, guidelines, codes of conduct and model contracts and roadmaps etc;

ii.) Expertise in dispute settlement and litigation on regulatory issues;

iii.) Advisory experience on relevant issues while consulting with the stakeholders as required in the Scope of Work.

iv.) Competency in similar work/assignments carried out, adequate knowledge law and legal systems in practice in developed countries on RoW. The understanding of Public Utility Commissions and Governing Councils/ Bodies.

v.) Qualification of Experts and Team Members working on this assignment/project

c) Commercial/Financial Expertise:

i.) Practical experience and deep understanding of commercial/economic matters of modern telecom industry including issues related to, right of way issues, commercial practices, , market structures, interconnection, accounting, financing, governance and other operational matters of telecom organizations and operators etc;

ii.) Extensive experience, in undertaking business, economic, operation, governance and technology strategy analysis for telecom industry and in advisory on the regulations.

iii.) Clear comprehension of RoW charges and compilation of Schedule of such Fee and Charges.

iv.) Qualification of Experts and Team Members working on this assignment/project.

### **3.5. Reporting and Time Schedule**

The CLIENT expects that “Consultancy Project” shall be completed in a total period of one hundred eighty days from the signing of the Contract, howsoever; the exact timeline for professional consulting services will be mutually agreed with the CONSULTANT after the finalization of issues and assignments/tasks.

### **3.6. Confidentiality, Ethics and Code of Conduct**

3.6.1. The CONSULTANT shall undertake to maintain complete confidentiality of all the information, facts, proceedings, decisions, and documents etc.

3.6.2. The CONSULTANT will also be required to execute a Confidentiality Agreement before starting the assignment.

### **3.7. Ineligibility and Disqualification**

The CONSULTANT shall stipulate that it is not presently affiliated with or otherwise receiving financial compensation from any existing telecom licensee in Pakistan, its parent or holding company whether in Pakistan or outside, and/or any entity in Pakistan which is responsible for giving Right of Way (RoW). Non-compliance and breach of this stipulation shall result in immediate disqualification of the CONSULTANT. The CONSULTANT will declare conflicts of interest, if any, with this Consultancy.

### **3.8. Control of the Consultancy**

The CONSULTANT will nominate a person as liaison officer to act as the primary Point of Contact (PoC) for the CLIENT. The CLIENT will appoint Project Manager(s) for proper coordination and control in case of more than one person a PoC will also be nominated by the CLIENT. The CONSULTANT shall report directly to Project Manager(s) and will discuss issues or take instructions from him/them on matters appropriate to fulfill the requirements of the Consultancy.

## **4. The Proposal**

### **4.1. Language**

The CONSULTANT is requested to submit proposals in English language and strictly follow the formats as given with this document.

### **4.2. Initial Qualifying Criteria/Rejection of Proposal**

4.2.1. In the first stage of evaluation, an applicant shall be considered to initially qualify if it provides the following:

- a) Non-refundable Processing Fee as prescribed in clause 4.5.8 of this RFP;
- b) Complete information about the CONSULTANT as required in Annexure I in the manner as prescribed in Annex I.A to Annexure I.G attached to this RFP;
- c) Hard and soft copies of the proposal as per clause No. 4.5 of RFP;
- d) Separate sealed technical and financial proposals as per advertisement;
- e) Covering letter as per Para No. 4.5.8 (a) of RFP; and
- f) Fulfillment of the requirements as per clause No. 4.5.2.

4.2.2. Failure in compliance of 4.2.1 shall lead to rejection of proposal;

4.2.3. Any effort by the CONSULTANT to influence the CLIENT during the proposal submission, proposal evaluation and proposal comparison or contract award decision shall lead to rejection of the proposal.

### **4.3. Technical Proposal**

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

4.3.2. Technical Proposal is required to be submitted in the manner as prescribed in Annexure I attached to the RFP.



4.3.3. The Evaluation Committee constituted by the CLIENT may seek information / clarification from initially qualified applicant(s) through interactive session(s) via physical presence / conference calls as per mutual convenience.

4.3.4. The Technical Proposal shall provide the following information using the attached Standard Forms in the Annexure:

- a) A brief description of the CONSULTANT's organization and an outline of recent experience on assignments (Annexure I.B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the expert(s) [*who will be also assigned to this consultancy*], duration of the assignment;
- b) Any comments or suggestions on the ToR and on the data, a list of services, and facilities needed from the CLIENT, if any (Annexure I.C);
- c) A description of the methodology and work plan for performing the assignment as per Scope of Work (Annexure I.D);
- d) The list of experts by their specialty, the tasks that would be assigned to each expert team member, and their timing in case of firm and the organogram of the project team to clearly identify the PoC and its position in the team (*please see* Annexure I.E). However, in case of individual applicants, a list of expert person(s), engaged by the applicant, for accomplishment of consultancy in respective relevant areas would also be required;
- e) Updated CVs of the expert(s) and the authorized representative submitting the proposal (*please see* Annexure I.F). Key information should include number of years worked for the firm/entity and degree of responsibility held in various assignments at least during the last ten (10) years;
- f) At minimum the consultant may specify three visits, in consultation with the client, for rendering a service with regard to deliverable as specified in Clauses 3.3.1, 3.3.2, 3.3.3 and 3.3.4 of RFP; and
- g) The Technical Proposal shall not include any financial information.

#### **4.4. Financial Proposal**

4.4.1. In preparing the Financial Proposal, the CONSULTANT is expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should bid in accordance with the table as attached at Annexure II.A. The cost shall be inclusive of all taxes, duties, fees, levies, and other charges imposed under the applicable laws in Pakistan. The CLIENT shall evaluate the proposal and the lowest bid shall be awarded maximum marks;

4.4.2. Within Pakistan the CLIENT can help arrange accommodation in hotels at preferred rates.

4.4.3. The CONSULTANT shall express the price of their services in US Dollars. The CLIENT will endeavor for the payment in USD, however, in case if the consultant may be in position to get the payment in PKR or for the purpose of consultant who is operating locally the payment will be made in equivalent PKR prevalent on the date preceding to the date of payment through crossed cheque. The equivalent PKR will be calculated on the basis of National Bank of Pakistan(NBP) TT selling rate of the date preceding the date of payment, which is available on NBP's website [www.nbp.com.pk](http://www.nbp.com.pk) and will be transferred through crossed cheque in the designated account of the consultant conveyed to the CLIENT. Payments will be made after applicable deductions for tax etc; and

4.4.4. The proposal must remain valid for a period of 180 days after the submission date. The CLIENT will make its best efforts to complete negotiations within this period. If the CLIENT wishes to extend the validity period of the proposals, the CONSULTANT who does not agree has the right not to extend the validity of their proposals, or may be allowed to give a revised proposal for the extended period.

#### **4.5. Submission, Receipt and Opening of Proposals**

4.5.1. The original proposal (comprising of **Technical Proposal** and **Financial Proposal**) shall be prepared without any inter-lineation or overwriting;

4.5.2. An authorized representative of the prospective CONSULTANT shall initial all pages of the proposal and sign in full on the last page of proposal, clearly mentioning the full name of the representative. The representative's authorization is confirmed by a written power of attorney accompanying the proposal;

4.5.3. The CONSULTANT shall prepare four copies of proposal. Each Technical Proposal and Financial Proposal shall be marked “ORIGINAL” or “COPY”. If there are any discrepancies between the original and the copies of the proposal, the original proposal will be taken as the correct one;

**4.5.4.** The original and three copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal”. The original and all three copies of the Financial Proposal shall be placed in sealed envelope clearly marked “Financial Proposal” with the words: “DO NOT OPEN WITH THE TECHNICAL PROPOSAL” clearly written on the envelope. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear: (a) the submission address, (b) and clearly marked, “CONSULTANCY ON “**RIGHT OF WAY (RoW) AND TELECOMMUNICATIONS INFRASTRUCTURE**”;

4.5.5. The bids shall be submitted in a sealed package or packages in such manner that the contents are fully enclosed and cannot be known until duly opened;

4.5.6. The proposal submission address is:

Director General (Strategy & Development)  
Pakistan Telecommunication Authority  
PTA HQs, F-5/1, Islamabad Pakistan  
email: [infra2017@pta.gov.pk](mailto:infra2017@pta.gov.pk)  
Tel: +92 (51) 9203911  
Fax: +92 (51) 2878120

4.5.7. The completed **Technical** and **Financial** Proposals must be delivered at the submission address exactly on the date as notified. Proposals must be submitted no later than **1200 Hours, 31<sup>st</sup> October 2017**, Pakistan Standard Time (PST). Technical Proposals will be opened on the same day at **1230 Hours**. Any proposal received after the closing time for submission of proposals shall be returned unopened;

4.5.8. The proposal therefore, shall be submitted in the manner of this RFP comprising the following:

- a) A covering letter in accordance with the eligibility criteria along with supporting documents (original and three photocopies along with the soft copy);
- b) Non-refundable processing fee of USD 500 (or equivalent in Pak Rupees). The rate of exchange for determining the equivalent amount of Pak Rupees

shall be the TT selling rate of National Bank of Pakistan prevailing at the business day preceding the date of payment;

c) If the payment of non-refundable processing fee to the CLIENT is being remitted from abroad, it should be remitted through SWIFT Telegraphic Transfer in the CLIENT's bank account the detail of which is given below:

Title of Bank Account "PAKISTAN TELECOMMUNICATION AUTHORITY FUND A/C", Bank Account No. 3000942222 (Old No. NIDA 11-1), IBAN No. PK48NBPA1628003000942222 being maintained at National Bank of Pakistan, Jinnah Avenue Branch Code 1628, Blue Area, Islamabad, Pakistan (Swift code NBPAPKKA02I Routing No. 026004721 of National Bank of Pakistan, New York favoring NBP Head Office Karachi A/C No. 005640-4607) under intimation to PTA before opening of technical proposal.

d) If the payment of non-refundable processing fee is being made from sources in Pakistan, it should be made only through a Pay Order or Demand Draft or by way of credit in the CLIENT's bank account the detail of which is given in clause 4.5.8 'c' above, under intimation to the CLIENT before opening of technical proposal;

e) The CONSULTANT will ensure that nonrefundable processing fee has been transferred to above account by the final date of submission of proposal;

f) The proposal shall be evaluated in 3 phases: (i) initial qualifying criteria, (ii) technical and (iii) financial evaluation; and

g) Financial Proposal shall remain sealed and deposited with DG (Strategy & Development) of the CLIENT. Upon completion of evaluation of Technical Proposals, the Financial Proposal of qualified applicants will be opened in accordance with section 4.4.

## 5. Proposal Evaluation

5.1. The weights given to the Technical and Financial Proposals are:

T = Technical Proposal 70%

F = Financial Proposal 30%

### 5.2. Evaluation of Technical Proposals

5.2.1. The evaluation committee, appointed by the CLIENT will evaluate each Technical Proposal based on the evaluation criteria defined in this section in accordance with the expertise defined in Para No. 3.4. Maximum Marks will be granted against each expertise defined in Para No. 3.4., by assessing the documents submitted with technical proposal and the responses/clarification as communicated by the bidder.

Evaluation Criteria	Marks
Technical Expertise	30
Legal Expertise	40
Commercial/Financial Expertise	30

Details	Maximum Marks
<b>1. Technical Expertise (30)</b>	
I. CV/Qualification	<b>05</b>
II. Work Plan/Methodology	<b>10</b>
III. Relevant Experience	<b>10</b>
IV. Knowledge of Standards in Telecommunication/IT	<b>05</b>
<b>2. Financial/Commercial Expertise (30)</b>	
i. CV/Qualification	<b>05</b>
ii. Practical Experience of Commercial Matters in Telecommunication	<b>10</b>
iii. Understandings of Telecom Infrastructure	<b>10</b>
iv. Operational knowledge of Telecom Industry	<b>05</b>
<b>3. Legal Expertise (40)</b>	
i. CV/Qualification	<b>05</b>
ii. Relevant Experience of legal frameworks	<b>10</b>

iii.	Dispute Settlement	<b>10</b>
iv.	Advisory on issues with stakeholders consultation	<b>10</b>
v.	The understanding of Public Utility Commissions and Governing Councils/ Bodies.	<b>05</b>
<b>Total Marks</b>		<b>100</b>

5.2.2. A CONSULTANT will be declared qualified by obtaining 60 marks; and

5.2.3. Technical Proposal shall be marked as per following formula:  
*(70 marks x marks obtained / 100)*

### 5.3. Evaluation of Financial Proposals

5.3.1. After Technical Proposal Evaluation is completed, the CLIENT shall notify the CONSULTANT whose proposals did not meet the minimum qualifying (60) marks or were considered nonresponsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened, on request, after completing the selection process. The CLIENT shall simultaneously notify the CONSULTANT that has secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall be informed in advance. The notification may be sent by courier letter/electronic mail/ facsimile. The list of successful applicants of technical evaluation shall be uploaded on the CLIENT website ([www.pta.gov.pk](http://www.pta.gov.pk));

5.3.2. The Financial Proposals shall be opened in the presence of the CONSULTANT authorized representative who chooses to attend;

5.3.3. Financial proposals shall be evaluated and marked as per the following formula:

*(30 marks x Lowest bid amount / Bid amount to be evaluated)*

5.4. The name of the CONSULTANT, the technical evaluation scores, and the financial evaluation scores shall be read aloud and recorded. The CLIENT shall prepare minutes of the financial bid opening session.

5.5. The contract shall be awarded to the consultant obtaining the highest marks after technical and financial evaluation. In case two or more bidders obtain equal marks, the contract shall be awarded to the CONSULTANT offering the lowest price.

## **6. Negotiations**

6.1. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), adequacy of experts and any suggestions made by the CONSULTANT to improve the Terms of Reference. The CLIENT and the CONSULTANT will then work out final Terms of Reference, and bar charts indicating activities, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the contract. Special attention will be paid to getting the most the CONSULTANT can offer within the available budget and to clearly defining the inputs required from the CLIENT to ensure satisfactory implementation of the assignment;

6.2. Having selected the CONSULTANT, the CLIENT expects to negotiate a contract. Before contract negotiations, the CLIENT will require assurances that the experts will be actually available for preparation of relevant consultancy reports/proposals and for development/modification of legal instruments. The CLIENT will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key experts were offered in the proposal without confirming their availability, the CONSULTANT may be disqualified;

6.3. The contract negotiations will conclude with a review of the draft contract. To complete negotiations, the CLIENT and the CONSULTANT will sign the agreed contract. If negotiations fail, the CLIENT will invite the other shortlisted CONSULTANT in order of score to negotiate a Contract; and

6.4. The RFP and the whole assignment shall be strictly processed as per PPRA and applicable rules, regulations and the codal formalities shall be followed by all concerned.

## **7. Award of Contract**

### **7.1. Commencement of Assignment**

The contract will be awarded following the contract negotiations. The assignment is expected to commence immediately upon Effective Date of Contract.

### **7.2. The CLIENT's Rights in respect of RFP**

7.2.1. Confidentiality: Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the CONSULTANT who submitted the proposals or to other persons not officially concerned with the process, until the successful CONSULTANT has been notified that it has been awarded the contract;

7.2.2. Bid Validity: Bids must remain valid for 180 days after the submission date. Should the need arise, however, the CONSULTANT may be requested to extend the validity period of their bids. The CONSULTANT who agrees to such extension shall confirm that their financial bids remain unchanged;

7.2.3. Fees and Payment: The successful CONSULTANT would be paid the fee, as per the Schedule of Payments given in the Contract, within one month of the receipt of original invoice by the CLIENT from the CONSULTANT. The payment will be made in USD or equivalent in Pak Rupees. No payment other than a payment as agreed in the agreement shall be made for any charge or expenditure;

7.2.4. The CLIENT reserves the right to accept or reject any proposal as per Rule 38 and 33 of Public Procurement Rules 2004;

7.2.5. The CLIENT reserves the right to modify terms and conditions of the contract which shall be granted to the successful CONSULTANT after the bidding process, if in the opinion of the CLIENT, it is necessary or expedient to do so in the public interest or interest of the security of the State;

7.2.6. The CLIENT reserves the right to disqualify a CONSULTANT, if it finds, at any time, that the information submitted by him concerning his qualification as CONSULTANT was false and materially inaccurate or incomplete. The CLIENT shall not be responsible for any damage or loss caused or arising out of aforesaid action; and



7.2.7. For interpretation of any clause of this RFP, the decision of the CLIENT would be final and binding on the CONSULTANT.

### 7.3. **Bank Guarantee:**

7.3.1. **Performance Bank Guarantee (PBG)**, The Consultants shall submit a Performance Bank Guarantee (PBG) from a bank having credit rating of at least AA+ in the prescribed format for an amount equal to two percent (2%) of the bid/contract price in USD or equivalent on the date of calling of the guarantee before signing the contract for carrying out this assignment. Foreign Banks operating in Pakistan have a different rating system. They shall also be allowed for Bank Guarantee as is the case for Local Pakistani Banks for the purpose of Bank Guarantee, the bid/contract price will mean the total bid amount as provided in clause No. 4.4.3. If the PBG is from a Bank outside Pakistan it shall be guaranteed by a local corresponding bank in Pakistan having a credit rating of at least AA+. On satisfactory completion of assignment, this PBG shall be released. The Performa of PBG is enclosed at Annexure II-B.

7.3.2. **Corporate Guarantee (CG)**: The successful CONSULTANT shall also submit, a Corporate Guarantee on stamp paper of Rs. 100/-, and duly signed by the directors (Owners) of the firm/Company, duly ratified by the Full Board of the CONSULTANT in a General Meeting convened for this purpose to back up the PBG submitted by the Consultant. This CG should be on the prescribed format for an amount equal to two percent (2%) of the contract price in USD before signing the contract for carrying out the assignment. The Performa of Corporate Guarantee is enclosed at Annexure II.C.

### 7.4. **Award of Contract**

The CLIENT shall issue a Letter of Intent (LoI) to the selected CONSULTANT immediately upon acceptance of the bid. The selected CONSULTANT will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the Letter of Intent. The selected CONSULTANT shall commence the assignment on receipt of LoI and as per schedule given in the contract.

### 7.5. **Force - Majeure**

If at any time, during the continuance of this contract, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, epidemic, quarantine restriction, strikes and lockouts (as are not

limited to the establishments and facilities of the CONSULTANT), fire, floods, natural calamities or any act of GOD (*hereinafter referred to as "Event"*), provided notice of happenings of any such Event is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance provided the contract shall be resumed as soon as practicable, after such Event comes to an end or ceases to exist. The decision of the Government as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 80 days either party may, at his option terminate the contract.

#### **7.6. Arbitration**

7.6.1. In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the Government of Pakistan, (*hereinafter referred to as "the arbitrator"*) and if the Government of Pakistan is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Government. The agreement to appoint an arbitrator will be in accordance with the Arbitration Act, 1940. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof or any rules made thereof;

7.6.2. The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid Arbitration Act, and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause;

7.6.3. The venue of the arbitration proceeding shall be the office of the CLIENT or such other place as the arbitrator may decide; and

7.6.4. Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.

**7.7. Conflict of Interest**

7.7.1. It is necessary that the CONSULTANT provide professional, objective, and impartial advice and services at all times holding the national interests paramount, without any consideration for present or future personal gains, and strictly avoid conflicts with other assignments or their own corporate interests, if any. Any individual/firm shall not be considered for consultation that might be in conflict with its current obligations, or anything that might place it in a position of not being able to carry out the assignment in the best interest of Pakistan; and

7.7.2. The CONSULTANT is required to provide a declaration regarding nonexistence of any conflicting activities as per Annexure III.

**7.8. Integrity Pact**

An 'Integrity Pact' has to be signed by the selected CONSULTANT. Format of the Integrity Pact is placed at Annexure IV.

**Annexure I                      List of Technical Proposal Forms**

Annexure I.A	Technical Proposal Submission Forms
Annexure I.B	The CONSULTANT's References
Annexure I.C	Comments and Suggestions of the CONSULTANT on the Terms of Reference and on Data, Services, and Facilities Needed from the CLIENT
Annexure I.D	Description of the Methodology and Work Plan for Performing the Assignment
Annexure I.E	Team Composition and Task Assignments
Annexure I.F	Format of Curriculum Vitae (CV) for Proposed Professional Staff
Annexure I.G	Details of Consultancy Project which have already been Carried out by the CONSULTANT

**Annexure I.A                      Technical Proposal Submission Form**

[*Location, Date*]

To:

**Director General (Strategy & Development)**

Pakistan Telecommunication Authority

PTA HQs, F-5/1, Islamabad, Pakistan

Sir,

We, the undersigned, offer to provide the consulting services on "Right of Way (RoW) and Telecommunications Infrastructure" in accordance with your Request for Proposal and our Proposal. We am/are hereby submitting our Proposal, which includes separately sealed Technical Proposal and Financial Proposal in a sealed envelope.

We, undertake that all requirements raised in the Terms of Reference mentioned at Section 3 of this document have been fully responded to in the Technical Proposal.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Cell:

Tel:

Fax:

Email:

**Annexure I.B The CONSULTANT Firm's References****Relevant Consultancy Services Carried Out That Best Illustrate Qualifications**

General: < In addition to the questions and forms in this section, take as much space as desired for your responses. >

All items mentioned in the ToR at clause No. 3 shall also be responded.

Using the format below, provide information on each assignment for which your firm/entity, either individually or as a corporate entity or as one of the major companies within an association, was legally contracted.

<b>Assignment Name:</b>		<b>Country:</b>
Location within Country		Professional Staff Provided by Your Firm/Entity(profiles of each):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Assignment:
Start Date (Day Month/Year):	Completion Date (Day Month/Year):	Approx. Value of Services (in Current US\$):
Name of Associated Consultants, If Any:		Number of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of <u>Actual</u> Services Provided by Your Staff:		

Firm's Name: \_\_\_\_\_

**Annexure I.C                      Comments and Suggestions of CONSULTANT on the ToR and on  
Data, Services, and Facilities Needed from the CLIENT**

---

On the ToR:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

On the Data, Services and Facilities Needed from PTA:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

**Annexure I.D                      Description of the Methodology and Work Plan for Performing the Assignment**

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(To                      be                      filled                      in                      by                      the                      CONSULTANT)



**Annexure I.E            Team Composition and Task Assignments**

<b>1. Experts [Technical, Legal, Regulatory, Accounting, Financial, Commercial Issues, etc.]</b>			
Name	Position	Task	Experience

**Annexure I.F                      Format of Curriculum Vitae (CV) for Proposed Professional Staff**  
**(It should be completed for each team member)**

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

**Key Qualifications & Experience:**

*[Give a detailed Curriculum Vitae (CV) of staff member's Qualifications, experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

Consultancy Assignment Completed:

**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and references specific to Pakistan, where appropriate. Use about two pages.]*

**Consultancy Assignment completed:**

Give an outline of the task pertinent to the subject assignment details included but not limited to name, date company year etc.

**Languages:**

*[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]*

---

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, consultancy assignments completed by me and my experience.

\_\_\_\_\_  
*[Signature of staff member and authorized representative of the firm]*      *Day/Month/Year*

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

**Annexure I.G**

**Details of Consultancy Project which have already been Carried out by the CONSULTANT**

## **Annexure II      List of Financial Proposal Forms**

Annexure II.A	Financial Proposal Submission Form
Annexure II. B	Performance Guarantee for Performance Obligations
Annexure II.C	Corporate Guarantee for performance Bank Guarantee

**Annexure II.A Financial Proposal Submission Form**

[Location, Date]

To:

**Director General (Strategy & Development)**

Pakistan Telecommunication Authority

PTA HQs, F-5/1, Islamabad Pakistan

Sir,

We, the undersigned, offer to provide the *Consultancy Services for Right of Way (RoW) and telecommunications infrastructure* in accordance with your Request for Proposal and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. The amounts are inclusive of the local taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

Commissions and remunerations, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Remunerations
_____	_____	_____
_____	_____	_____

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

Yours,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Cell:

Tel:

Fax:

Email:

## Annex II. B

### Performance Guarantee for Performance Obligations

Date:-----

\_\_\_\_\_ *[On a legal document/stamp paper]*

**Beneficiary:** Pakistan Telecommunication Authority, Headquarters Building, F-5/1, Islamabad, Pakistan.

**Date:** \_\_\_\_\_

We *[name of Bank]* is providing Performance Guarantee for *[Consulting firm/consultant]* (hereinafter called "the CONSULTANT") have entered into CONTRACT No. *[Reference number of the CONTRACT]* dated *[insert date]* with Pakistan Telecommunication Authority (hereinafter called the "CLIENT"), for the provision of Consultancy on ***Right of Way (RoW) and Telecommunications Infrastructure*** (hereinafter called "the CONTRACT").

Furthermore, we understand that, according to the conditions of the CONTRACT, a performance guarantee in the sum of *[Pak Rs. or US \$ amount in figures] [Pak Rs. or US Dollar amount in words only]* (the amount equal to 2% of the total CONTRACT Price is to be inserted here as defined at Para No. 4.4.2) is to be made against the performance obligations of the CONSULTANT.

We *[name of Bank]* hereby irrevocably, unconditionally and continuingly guarantee without recourse to the CLIENT, to pay to the CLIENT any sum or sums not exceeding in total an amount of *[Pak Rs. Or US \$ amount in figures] ([Pak Rs. or US \$ amount in words only])* (the amount equal to 2 % of the total CONTRACT Price is to be inserted here as defined at Para No. 4.4.2) upon receipt by us of CLIENT's first demand in writing accompanied by a written statement stating that "the CONSULTANT" is in breach of their obligations under the CONTRACT.

\_\_\_\_\_  
*[Signature(s)]*

*Endorsed and guaranteed by Commercial Bank in Pakistan*

*[Bank Stamp and Signature(s)]*

*Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product. If the bank guarantee is arranged from a bank outside Pakistan that bank guarantee has to be backed by the bank guarantee of a local correspondent bank in Pakistan with a credit rating of at least AA+ or equivalent different notation for foreign Banks operating in Pakistan.*

(ON STAMP PAPER OF RUPEES 100)

**ANNEXURE II.C CORPORATE GUARANTEE FOR PERFORMANCE BANK  
GUARANTEE**

**Beneficiary:** Pakistan Telecommunication Authority, Headquarters Building, F-5/1, Islamabad, Pakistan.

**Date:** *Day Month 2017*

1. We *Name of the consultant* (hereinafter called the "CONSULTANT") have entered into CONTRACT No. xxxxxxx dated *day month 2017* with Pakistan Telecommunication Authority (hereinafter called the "CLIENT"), for the provision of services for **Right of Way (RoW) and Telecommunications Infrastructure** (hereinafter called "the CONTRACT").

2 We understand that, according to the conditions of the CONTRACT, a performance bank guarantee in the sum of Pak Rs. or US\$ \_\_\_\_\_/- (Pak Rs. or US Dollars \_\_\_\_\_) is to be provided by the CONSULTANT against the performance obligations of the CONSULTANT.

3. We, the CONSULTANT, do hereby irrevocably and unconditionally undertake that in case the Performance Bank Guarantee (PBG) cannot be encashed for any reason, the CONSULTANT is liable to pay the amount of PBG of US\$ \_\_\_\_\_/- (US Dollars \_\_\_\_\_ only) as mentioned in para 2 above to the CLIENT.

4 This guarantee shall in all respects be governed by, and construed in accordance with, the laws of Pakistan. The CONSULTANT hereby attorns and submits to the exclusive jurisdiction of the Courts of Pakistan in respect of any legal action or proceeding commenced in respect of this guarantee.

5. This guarantee will expire one month after the final payment.

For and on behalf of CONSULTANT

*Name of the Consultant*

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

1. Name: \_\_\_\_\_

2. Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

CNIC No. and/or copy of Passport (if applicable): \_\_\_\_\_

CNIC No. and/or copy of Passport (if applicable): \_\_\_\_\_



**Witnesses:**

\_\_\_\_\_  
(Signature)

1. Name: \_\_\_\_\_

Designation: \_\_\_\_\_

CNIC No. and/or copy of Passport (if  
applicable): \_\_\_\_\_

\_\_\_\_\_  
(Signature)

2. Name: \_\_\_\_\_

Designation: \_\_\_\_\_

CNIC No. and/or copy of Passport (if  
applicable): \_\_\_\_\_

**Annexure III                      Information Regarding any Conflicting Activities and Declaration  
Thereof**

*[Location, Date]*

Are there any activities carried out by the CONSULTANT which are of conflicting nature as mentioned in RFP and allied documents?

If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not engaged in any such activities which can be termed as the 'conflicting activities' under this RFP. We also acknowledge that in case of misrepresentation of the information, our proposal/ contract shall be cancelled/ terminated by the Client which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of the CONSULTANT:

Address:

Annexure IV

CONTRACT FOR  
**CONSULTANCY SERVICES**  
**ON**  
**RIGHT OF WAY (ROW)**  
**AND**  
**TELECOMMUNICATIONS INFRASTRUCTURE**

**(LUMP-SUM Based on completion of work products as defined in Clause \_\_\_\_)**

Between

PAKISTAN TELECOMMUNICATION AUTHORITY (PTA)

and

----- NAME OF CONSULTANT

\_\_\_\_\_, 2017

(This Contract is signed in two sets of original, one each for both the parties)

## **I. Form of CONTRACT**

### **Lump-Sum**

This CONTRACT, for procuring and providing Consultancy services for **RIGHT OF WAY (RoW) AND TELECOMMUNICATIONS INFRASTRUCTURE** (hereinafter called the “CONTRACT”), is made on this \_\_\_\_ day of \_\_\_\_\_, 2017 at Islamabad Pakistan.

by and between,

Pakistan Telecommunication Authority (PTA), PTA Headquarters Building, F-5/1, Islamabad, Pakistan, (hereinafter called the “CLIENT” which expression shall mean and include, unless the context otherwise requires, its successors in the office and assigns) of the One Part;

and \_\_\_\_\_ (hereinafter called the “CONSULTANT” which expression shall mean and include, unless the context otherwise requires, The Team, partners, affiliates (jointly and severally and its successors in the office and assigns) of the Other Part

(The Party of the One Part and Party of the Other Part shall hereinafter be collectively referred to as ‘Parties’ and individually as ‘Party’ as the context of this Contract requires).

WHEREAS,

- (a) The CLIENT is awarding this Contract to the CONSULTANT to provide all consulting services required for effective discharge of the duties and the deliverables as defined in RFP, ToRs and attached as Annex-A of this CONTRACT (b) the CONSULTANT, has represented to the CLIENT that it has the required professional skills, expertise, experience, personnel and technical resources and has agreed to provide the Services on the terms and conditions as set forth in this CONTRACT.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this CONTRACT:

- (a) Annex-A Request for Proposal (RFP) and Terms of Reference (ToRs)
- (b) General Conditions of CONTRACT;
- (c) Appendix A: Description of SERVICES
- (d) Appendix B: Reporting Requirements
- (e) Appendix C: Key Personnel
- (f) Appendix D: Form of Performance Bank Guarantee
- (g) Appendix E: Integrity Pact
- (h) Appendix F: Project Work Plan
- (i) Appendix G: Corporate Guarantee for Performance Bank Guarantee

2. The mutual rights and obligations of the CLIENT and the CONSULTANT shall be as set forth in this CONTRACT and the RFP as integral part, in particular but not limited to:

(a) The CONSULTANT(s) shall carry out the Services in accordance with the provisions of the CONTRACT as per prevailing best international practices and the RFP; and

(b) The CLIENT shall make payments to the CONSULTANT(s) in accordance with the provisions of this CONTRACT.

IN WITNESS WHEREOF, the Parties hereto have caused this CONTRACT to be signed in their respective names as of the day and year first above written.

**For and on behalf of CLIENT**

**Pakistan Telecommunication Authority**

\_\_\_\_\_  
*Name: -----*

*Designation: DG (Strategy & Development)*

*CNIC No:-----*

**Witnesses:**

\_\_\_\_\_  
1. *Name:*  
*Designation:*  
*CNIC No. and/or copy of Passport (if applicable):*\_\_\_\_\_

\_\_\_\_\_  
2. *Name:*  
*Designation:*  
*CNIC No. and/or copy of Passport (if applicable):*\_\_\_\_\_

**For and on behalf of CONSULTANT**

\_\_\_\_\_  
*Name:*  
*Designation:*  
*CNIC No. and/or copy of Passport (if applicable):*\_\_\_\_\_

**Witnesses:**

\_\_\_\_\_  
1. *Name:*  
*Designation:*  
*CNIC No. and/or copy of Passport (if applicable):*\_\_\_\_\_

\_\_\_\_\_  
2. *Name:*  
*Designation:*  
*CNIC No. and/or copy of Passport (if applicable):*\_\_\_\_\_

*applicable*): \_\_\_\_\_

(This Contract is signed in two sets of original, one each for both the parties)

## **II. GENERAL CONDITIONS OF CONTRACT**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

Unless the context otherwise suggests:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan from time to time;
- (b) “Contract” means the CONTRACT signed by the Parties and all the attached documents listed in its Clause 1.
- (c) “Contract Price” means the total price to be paid for the performance of the SERVICES as per Clause 6;
- (d) “Effective Date” means the date on which this CONTRACT comes into force and effect pursuant to Clause 2.1 of GC of CONTRACT;
- (e) “GC” mean the General Conditions of this CONTRACT;
- (f) “Federal Government” means the Ministry of Information Technology and Telecommunications, Pakistan;
- (g) “Party” means the CLIENT or the CONSULTANT, as the case may be, and “Parties” means both of them;
- (h) “Personnel” means and includes qualified professional experts in their field respectively for the performance of the SERVICES or any part thereof;
- (i) “RFP” means the ‘Request for Proposal’ issued by the CLIENT which is attached herewith as Annex-A
- (j) “Services” means the work to be performed by the CONSULTANT pursuant to this CONTRACT and the RFP, as described in Appendix A and all other obligations to be performed by the CONSULTANT under this CONTRACT, including such Additional Services as may be agreed hereto.

#### **1.2 Law Governing CONTRACT**

This CONTRACT shall be construed and enforced according to the Laws of Pakistan and any dispute under this CONTRACT must be brought in Pakistan and no other Country.

#### **1.3 Language**

This CONTRACT has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this CONTRACT.

## 1.4 Notices

### 1.4.1

All notices, requests or consents required hereunder shall be in writing and shall have been properly served, delivered by hand, sent by mail, facsimile or telex or any other electronic means to the addresses set out hereunder as applicable, or such different address as a Party may designate from time to time. Any notice, request or consent by mail shall be sent through Registered Post or Courier Services as the case may be.

Any notice shall be deemed to have been given:

- (a) on the day it is delivered, if delivered by hand;
- (b) the day it is sent, if sent by facsimile, e-mail or telex; and
- (c) 5 days after the date of posting, if sent by registered post/courier.

The addresses are:

CLIENT: Pakistan Telecommunication Authority, PTA Head Quarters Building, F-5/1, Islamabad, Pakistan.

Attention: DG (Strategy & Development), PTA

Tel : +92-51-9203911

Facsimile: +92-51-2878120

email: infra2017@pta.gov.pk

CONSULTANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Attention: \_\_\_\_\_

Tel: + \_\_\_\_\_

Cell: + \_\_\_\_\_

Facsimile: + \_\_\_\_\_

email: \_\_\_\_\_

*CNIC No. and/or copy of Passport (if applicable):* \_\_\_\_\_



**1.5 Location**

The SERVICES shall be performed at such locations as are specified in Appendix-A hereto and, where the location of a particular task is not so specified, at such locations, whether in Pakistan or elsewhere, as the CLIENT may require or approve. At minimum the CONSULTANT may specify three visits for rendering services with regard to deliverables as prescribed in Appendix-A of the Contract. Visits other than the three visits mentioned above will be decided with mutual understanding of the CLIENT and the CONSULTANT

**1.6 Authorized  
Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this CONTRACT by the CLIENT or the CONSULTANT may be taken or executed by the authorized officials  
The Authorized Representatives are:

For the CLIENT: -----

Official Seal:

For the CONSULTANT:

1. \_\_\_\_\_ 2. \_\_\_\_\_

Official Seal:

**1.7 Taxes and Duties** The CONSULTANT shall pay such taxes, duties, fees, and other impositions levied under the prevailing applicable Laws of Pakistan as specified in the SC (as per GC clause 5.2), the amount of which is deemed to have been included in the CONTRACT Price and any taxes, duties, fees and other impositions that may be levied by the Government after the signing of this CONTRACT, otherwise if not included, same shall be deducted (if required) from the payments of CONSULTANT, or payable by them as per applicable laws of Pakistan for the time being enforced. CLIENT will deduct the applicable taxes and duties as per law prevalent at the time of payment. The CLIENT considers that all prices in this CONTRACT and accordingly the invoices generated on those will be inclusive of taxes, duties, fees, levies and other impositions imposed by the Government of Pakistan.

The CONSULTANT shall be liable to pay all taxes and duties in accordance with the laws of Islamic Republic of Pakistan.

**1.8 Fraud and Corruption**

CONSULTANT is under obligation to avoid and refrain from any fraudulent or corrupt practices directly or indirectly as defined under this contract. However, if the CLIENT determines that the CONSULTANT has engaged in corrupt, collusive, coercive, obstructive or continued delaying practices, in completing for or in executing the CONTRACT, then the CLIENT may, after giving 14 (fourteen) calendar days notice to the CONSULTANT, terminate the CONTRACT, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.6.1(c).

Should any personnel of the CONSULTANT be determined to have engaged in corrupt, fraudulent, collusive, coercive, obstructive or continued delaying practice during the execution of the CONTRACT, then such personnel shall be removed in accordance with Sub-Clause 4.2.

**1.8.1 Definitions** For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

- (a) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (b) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (c) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (d) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (e) “obstructive practice” is
  - i.) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - ii.) Acts intended to materially impede the CLIENT’s inspection and audit rights provided for under Clause 3.8.
- (f) “Continued Delaying practice” is a practice observed by the CLIENT whereby the CONSULTANT is found deliberately delaying the deliverables as identified in the RFP/CONTRACT when compared against the services timeline of the RFP/CONTRACT.

**1.8.2  
Measures to be  
Taken**

The CLIENT:

(a) will cancel the CONTRACT if it determines at any time that CONSULTANT or any of its experts for performance of SERVICES under this CONTRACT were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the CONTRACT; and

(b) will sanction the CONSULTANT, including declaring the CONSULTANT ineligible, either indefinitely or for a stated period of time, to be awarded any CONTRACT if it at any time determines that the CONSULTANT has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, this CONTRACT.

**1.9.** The headings in this CONTRACT are for reference purposes only and shall not affect the meaning or construction of the clauses to which they relate.

**1.10.** Any reference in this CONTRACT to the singular shall include reference to the plural and vice versa unless the context otherwise requires.

**1.11.** References to clauses, Annexes and Appendices are references to clauses and Appendices to this CONTRACT, unless the context otherwise requires.

**1.12.** References to any statute, statutory instrument, regulation, legislation or ordinance (whether of Federal or Provincial level) shall be interpreted as a reference to the same as amended by any subsequent variation, modification or re-enactment.

**1.13.** In the event of any conflict or inconsistency between the clauses and Appendices of this CONTRACT, the former shall prevail.

**2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1 Effectiveness of CONTRACT** This CONTRACT shall be effective and come into force as of the date of its execution by the Parties (the “Effective Date”).

**2.2 Commencement of Services** The Services shall be commenced by the CONSULTANT on the Effective Date i.e. date of the Kick-off meeting and shall subject to termination as provided below, continue during the terms of the Contract.

**2.3 Expiration of CONTRACT** The time period for completion of the services shall be 180 working days (as defined in Appendix F) from the date of Kick off meeting or such extended time as may be allowed under GC 2.5.3, Unless

terminated earlier pursuant to clause GC 2.6 this Contract shall expire and to be considered as closed when the services have been completed and the payments have been made to the CONSULTANT.

This CONTRACT shall expire on the date of completion of the Consultancy Services as Specified above, (or such earlier date as may be agreed between the CLIENT and the CONSULTANT) unless terminated earlier in accordance with the provisions of this CONTRACT.

## **2.4 Modifications or Variations**

Any modification or variation of the terms and conditions of this CONTRACT, including any modification or variation of the scope of the SERVICES, may only be made in writing between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

## **2.5 Force Majeure**

### ***2.5.1 Scope of Force Majeure***

For the purposes of this CONTRACT, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the CONTRACT impossible or so impractical as to be considered impossible under the circumstances.

### ***2.5.2 No Breach of CONTRACT***

The failure of a Party to fulfill any of its obligations under the CONTRACT shall not be considered to be a breach of, or default under, this CONTRACT insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this CONTRACT, and (b) has informed the other Party as soon as possible about the occurrence of such an event but not later than 3 days of the occurrence of such event.

### ***2.5.3 Extension of Time***

In order to avoid the failure of the project, the CLIENT may extend the time period for completion of the services beyond that specified in GC 2.3, with mutual understanding, after provision of a plausible justification by the CONSULTANT for such extension. However, any extension beyond the time period specified in GC 2.3 will be subject to the provisions of GC 2.6.4.

## **2.6 Termination**

### ***2.6.1 By the CLIENT***

The CLIENT, in the following circumstances may terminate this contract by giving a notice in writing, for a period of fifteen (15)

calendar days unless otherwise requires :

(a) if the CLIENT is not satisfied with the standard of any part of the Services performed by the CONSULTANT ( or any third party engaged by it to assist in the provision of the Services), it may by written notice require the CONSULTANT to remedy any defective work within fifteen (15) calendar days of the receipt of such a notice. The CLIENT, however, may terminate this CONTRACT with immediate effect if it is not satisfied with the standard of any such remedial work under taken by the CONSULTANT;

(b) If the CONSULTANT becomes insolvent or bankrupt;

(c) If the CONSULTANT, in the reasonable judgment of the CLIENT supported by evidence, has engaged in corrupt or fraudulent practices in competing for or in executing the CONTRACT;

(d) If, as a result of Force Majeure, the CONSULTANT is unable to perform a material portion of the SERVICES for a period of not less than twenty (20) working days;

(e) If the CONSULTANT fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;

(f) If the CLIENT, in its sole discretion and for any reason whatsoever, decides to terminate this CONTRACT; and

(g) If conditions arise because of a change in Government policy or the passing of any law, which in the opinion of the CLIENT, makes it advisable or necessary to dispense with the Services under this CONTRACT, the CLIENT may terminate this CONTRACT upon 15 (fifteen) calendar days' written notice to the CONSULTANT. Such termination shall be effected in the manner specified in the said notice and shall be without prejudice to any accrued claims which either Party may have against the other under this CONTRACT. In the event of such termination by the CLIENT, the CLIENT shall pay to the CONSULTANT such charges as are properly owing to the CONSULTANT for Services performed up to the date of such termination.

(h) The CLIENT, shall not, because of expiration or termination of this CONTRACT, be liable to the CONSULTANT for any

compensation, reimbursement, or damages because of the loss or prospective profit or because of expenditures or commitments incurred in connection with the business of the CONSULTANT.

**2.6.2 By the  
CONSULTANT**

The CONSULTANT, by giving a notice in writing, may terminate this CONTRACT, by not less than fifteen (15) working days' written notice to the CLIENT, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (c) of this Clause GC 2.6.2;

(a) If the CLIENT fails to make payments due to the CONSULTANT pursuant to this CONTRACT and not subject to dispute pursuant to Clause GC 7 hereof within one month after receiving written notice from the CONSULTANT that such payment is overdue;

(b) If, as a result of Force Majeure, the CONSULTANT is unable to perform a material portion of the Services for a period of not less than twenty(20) working days; and

(c) If the CLIENT fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

**2.6.3 Payment upon  
Termination**

Upon termination of this CONTRACT pursuant to Clauses GC 2.6.1 or GC 2.6.2, the CLIENT shall make payments pursuant to Clause GC 6 for Services performed as per Schedule of payments given in GC 6.4 prior to the effective date of termination, except the case of termination pursuant to paragraphs (b),(c) and (e) of clause 2.6.1. In case of termination pursuant to paragraphs 2.6.1 (f) and (g), CLIENT will pay an equitable proportion of the work done on deliverables which have not yet been completed. Such proportion to be based on a reasonable calculation of the percentage of the work that the CONSULTANT has undertaken on the deliverables.

**2.6.4 Liquidated  
Damages**

If the CONSULTANT fails to perform the terms and conditions of this CONTRACT within the specified timelines for any reason whatsoever, the CLIENT shall be entitled to specific liquidated damages as follows:

(a) If the Services are not provided in the agreed time as specified in SC 2.3 for reasons completely within the CONSULTANT's control for each working day delayed, the CONSULTANT shall be liable to pay in the amount of US Dollars -----/- per day to the CLIENT to be calculated by dividing total CONTRACT value by the total

number of days of the CONTRACT. The liquidated damages shall not exceed 20% of the amount of the CONTRACT; and

(b) Any and all remedies available to the CLIENT for defective or delayed performance or non-performance of obligations by the CONSULTANT shall be exclusive of any other remedies for such default and the exercise by the CLIENT of any one remedy shall not constitute a waiver by the CLIENT of any other remedy available to the CLIENT under this CONTRACT or the applicable laws.

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

##### **3.1.1 *Standard of Performance***

The CONSULTANT shall perform the Services, with due diligence, skill, professionalism efficiency with professional standards, observing sound management practices, materials and methods. The CONSULTANT shall always act, in respect of any matter relating to this CONTRACT or to the Services. And shall at all times support and safeguard the CLIENT's legitimate interests in any dealings with third Parties.

#### **3.2 Conflict of Interests**

The CONSULTANT shall hold the CLIENT's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests.

##### **3.2.1 *CONSULTANT not to Benefit from Commissions, Discounts, etc.***

The payment of the CONSULTANT pursuant to Clause GC 6 shall constitute the payment in connection with this CONTRACT and the Services only, and the CONSULTANT shall not accept for its own benefit any trade commission, discount, or similar payment(s) in connection with activities pursuant to this CONTRACT or to the Services or in the discharge of its obligations under the CONTRACT, and the CONSULTANT shall use its best efforts to ensure that the Personnel, representatives, and agents of any of the Party to this Contract shall not receive any such additional payment(s).

##### **3.2.2 *CONSULTANT and Affiliates not to be otherwise interested in Project***

The CONSULTANT agrees that, during the term of this CONTRACT and after its termination, the CONSULTANT and any entity affiliated with the CONSULTANT, shall be barred/restricted from providing any goods, works or services (other than consulting services) resulting from or directly related to the CONSULTANT's Services for the preparation or implementation of this Contract.



- 3.3 Confidentiality** Except with the prior written consent of the CLIENT, the CONSULTANT and the Personnel shall not at any time communicate or disclose to any person or entity any confidential information acquired in the course of the Services, nor shall the CONSULTANT and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the CONSULTANT** The CONSULTANT (a) shall take out and maintain at its own cost but on terms and conditions approved by the CLIENT, insurance against the risks, and for the coverage, as specified below; and (b) at the CLIENT's request, shall provide evidence to the CLIENT showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- The risks and the coverage shall be:  
Professional Liability for an amount not less than the CONTRACT Price.
- The risks and coverage for losses related to professional liabilities shall be the sole responsibility of the CONSULTANT and the CONSULTANT shall hold the CLIENT indemnified in all actions under law of torts.
- 3.5 CONSULTANT's Actions Requiring CLIENT's Prior Approval** The CONSULTANT shall obtain the CLIENT's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services;
  - (b) appointing such members of Personnel, in addition to and not listed by name in Appendix C; and
  - (c) The CONSULTANT shall not provide Services of similar nature to any telecom operator of Pakistan, including its parent, subsidiaries or associates in Pakistan, for at least one year from the date of completion of this consultancy, unless otherwise permitted by the CLIENT. In case the permission is not given the CLIENT will give objective reasons for not giving the permission.
- 3.6 Reporting Obligations** (a) The CONSULTANT shall submit to the CLIENT the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix, through authorized person(s); and

(b) Final reports shall be delivered on CD ROM and USB in addition to the hard copies specified in said Appendix.

**3.7 Documents  
Prepared by the  
CONSULTANT to  
be the Property of  
the CLIENT**

(a) All plans, specifications, designs, reports and other documents, submitted by the CONSULTANT under this CONTRACT shall become and remain the property of the CLIENT with all allied rights and titles, including the Copy Rights and Intellectual Property Rights thereof, and the CONSULTANT shall, not later than upon termination or expiration of this CONTRACT, deliver all such documents to the CLIENT, together with a detailed inventory thereof; and

(b) The CONSULTANT shall not use these documents and data from the Licensing Framework for purposes unrelated to this CONTRACT without the prior written approval of the CLIENT.

**3.8 Accounting,  
Inspection and  
Auditing**

The CONSULTANT shall permit the CLIENT and/or persons appointed by the CLIENT to inspect its accounts and records as well as those of its Personnel relating to the performance of the CONTRACT, and to have such accounts and records audited by auditors appointed by the CLIENT if required by the CLIENT. The CONSULTANT's attention is drawn to Clause 1.8 which provides, inter alia, that acts intended to materially impede the exercise of the CLIENT's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to CONTRACT termination.

**3.9 Integrity Pact**

The CONSULTANT shall sign an 'Integrity Pact' in the form as set forth in Annex-V of the RFP.

**4. CONSULTANT'S PERSONNEL**

**4.1 Description of  
Personnel**

The CONSULTANT shall employ and provide such qualified and experienced Personnel as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the CONSULTANT's Key Personnel are described in Appendix C. The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the CLIENT.

**4.2 Removal and/or  
Replacement of  
Personnel**

(a) Except as the CLIENT may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the CONSULTANT, limited to death or medical disability, it becomes necessary to replace any of the Key Personnel, the

CONSULTANT shall provide as a replacement a person of equivalent or better qualifications. Each new person so provided shall be subject to written CLIENT approval;

(b) If the CLIENT finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the CONSULTANT shall, at the CLIENT's written request specifying the grounds thereof, provide a replacement personnel with qualifications and experience acceptable to the CLIENT;

(c) The CONSULTANT shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel; and

(d) All Personnel of the CONSULTANT as per the CONSULTANT proposal shall have a valid passport and visa in order to travel to Pakistan.

(e) The CONSULTANT shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its staff/ personnel who shall be deputed for the Services to the CONSULTANT.

## **5. OBLIGATIONS OF THE CLIENT**

### **5.1 Assistance and Exemptions**

The CLIENT shall use its best efforts to ensure that the Government shall provide the CONSULTANT such assistance and exemptions as possible for the CLIENT.

### **5.2 Change in the Applicable Law related to taxes and duties**

If, after the date of this CONTRACT, there is any change in Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the CONSULTANT in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the CONSULTANT under this CONTRACT shall be increased or decreased accordingly by agreement between the parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2. The applicable changes will only take effect when reduced to writing and signed by both the parties.

## **6. PAYMENTS TO THE CONSULTANT**

- 6.1 Lump-Sum Contract Price** The total payment due to the CONSULTANT, in consideration of the Consultancy Services under this Contract, shall not exceed the CONTRACT Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. The CONTRACT Price may only be increased above the amounts stated in Clause 5.2 or 6.3 if the Parties have agreed to additional payments or increase/reduction in contract price relating to the impact of taxes, in accordance with Clause 2.4.
- 6.2 CONTRACT Price** (a) Total Contract price inclusive of all taxes, duties, fees, levies, and other charges imposed under the applicable law in Pakistan in US\$ \_\_\_\_\_/- only); and  
(b) The amount in local currency is *Nil*.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided.
- 6.4 Terms and Conditions of Payment** Payments shall be made to the CONSULTANT in accordance to the following schedule:
- (a) Fifteen percent (15 %) of the CONTRACT price shall be paid on completion of legal framework, proposing establishment of Independent Corporate Body on Right of Way in Pakistan in accordance within the ambit of relevant laws, rules regulations and procedures in vogue and completion of tasks as detailed in 3.3.1 and 3.3.2 above;
  - (b) Fifteen percent (15 %) of the CONTRACT price shall be paid on completion of the interim solution on RoW as per 3.3.3 above.
  - (c) Thirty percent (30%) of the CONTRACT price shall be paid after approval of Right of Way Framework inclusive of the Schedule of Charges as detailed in 3.3.4 above;
  - (d) Ten percent (10%) of the Contract price shall be paid upon approval of the outside plant code developed after consent of all the stakeholders as detailed in 3.3.5 above;
  - (e) Twenty percent (20%) of the CONTRACT price shall be paid upon approval of the guidelines for use of utility infrastructure and its

charging mechanism as per 3.3.6 above; and

(f.) Ten percent (10%) of the CONTRACT Price shall be paid after approval.

(g.) The CLIENT will review deliverables as soon as reasonably possible and notify the CONSULTANT of any deficiencies preventing approval as soon as possible. Approval of deliverables will not be unreasonably delayed. Approval will be deemed to have been given if the CLIENT has not notified the CONSULTANT of any material deficiencies within 20 working days of having received the deliverable and the CONSULTANT will be entitled to invoice.

(h) The payment shall be made after the conditions listed for such payment have been met, and the CONSULTANT has raised invoice with company stamp to CLIENT after approval of the reports/deliverables by CLIENT, inclusive of all taxes and duties, to the CLIENT specifying the amount due. The payment, however, will be made after deduction of all applicable clause including clauses for tax.

(i) For the purpose of this CONTRACT, payment shall be considered having been made/affected, when the CLIENT has delivered irrevocable payment instructions to its bank with copy for information to the CONSULTANT.

(j) The CONSULTANT is further required to submit a Performance Bank Guarantee of an amount equal to 2% of the CONTRACT Price as stated in GC 6.2 as an assurance in the event of failure to perform its obligations under the CONTRACT by delaying the performance during the term of the CONTRACT. This guarantee shall be released after successful completion of the Services. Such guarantee shall be in the form set forth in Appendix D hereto, and submitted on a judicial stamp paper as the CLIENT shall have approved in writing. In case the Performance Bank Guarantee (PBG) cannot be en-cashed for any reason, the CONSULTANT is liable to pay the amount of PBG to the CLIENT. The CONSULTANT shall also provide Corporate Guarantee to cover the PBG.

(k) All payments shall be made on submission of a written invoice on Company's letter head duly signed by the Authorized representative as per GC 1.6 as per Schedule of Payments GC 6.4. The payment shall be due within one month of the receipt of invoice and after deduction of the applicable taxes and any other deduction(s) as per terms of the contract.

- 6.5 Remedial Work and Payments** If the CLIENT is not satisfied with the standard of any part of the work/service carried out by the Consultant and requires the CONSULTANT to rectify any defective work or part of any service, as the case may be, in accordance with clause 2.6 above, such remedial work or rectification as may be required shall be carried out by the CONSULTANT at its own expense and it shall not be entitled to any additional payments/charges in respect of such remedial work.
- 7. GOOD FAITH**
- 7.1 Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this CONTRACT and to adopt all reasonable measures to ensure the realization of the objectives of this CONTRACT.
- 8. GENERAL**
- 8.1 Amicable Settlement of Disputes** All disputes shall be settled between the parties amicably through negotiation and discussion.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this CONTRACT that cannot be settled amicably within fifteen (15) working days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC. In such case the parties will go for arbitration proceedings in accordance with the provisions of the Arbitration Act, 1940 of Pakistan at Islamabad.
- The parties agree that this dispute resolution mechanism will exclude all other modes of National or International dispute resolution.
- If dispute resolution between the CLIENT and the CONSULTANT without involving a 3<sup>rd</sup> party goes beyond 90 days and is decided in favor of the CONSULTANT, the interest will be paid at the rate of 6% per annum.
- 8.3 Entire Agreement** This CONTRACT is complete and constitutes the entire CONTRACT and understanding between the parties with respect to the Services and supersedes any previous negotiations and discussions between the parties.
- 8.4. Severability** If any provision of this Contract shall be found by any Court, Arbitrator or Administrative body of Competent Jurisdiction to be invalid or unenforceable, such provision shall be deemed to have been deleted without affecting the remaining provisions of this CONTRACT.

#### **8.5. Waiver**

No failure by either party to exercise any right or remedy available to it hereunder nor any delay to exercise any such right to remedy shall operate as a waiver of it nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

#### **8.6 Relationship /Status of the Parties:**

Nothing in this CONTRACT and no action taken by the Parties pursuant to this CONTRACT shall form, interpreted or construed as creating a partnership, association, or joint venture or other co-operative entity between the parties, nor establish a relationship of agency between the Parties.

The Parties acknowledge that nothing in this Contract shall give rise to the relationship of employer/employee between the CLIENT and the CONSULTANT and /or any authorized representative/personnel and any substitute or replacement or any other persons providing Service to the Client or behalf of the Consultant under this Contract.

Neither Party shall have any right, power of authority to enter into any agreement, or act on behalf of, or to act as or to be an agent or representative of, or to otherwise bind the other Party unless expressly provided in the CONTRACT.

#### **8.7 Limitation of liability**

The aggregate liability of the CONSULTANT to the CLIENT under this CONTRACT for any losses, damages, penalties, costs and professional and other expenses of any nature shall be limited to the value of the CONTRACT.

#### **9. Indemnification**

The CONSULTANT shall indemnify and hold harmless the CLIENT its Employees and other Personnel against any and all claims, damages, liabilities, losses, and expenses, whether direct or indirect, or personal injury or death to persons or damage to property arising out of (i) any negligence or intentional act or omission by the CONSULTANT or its employees, personal , agents, etc. in connection with the CONTRACT, or (ii) arising out of or in connection with the performance of his obligations under this CONTRACT.

### **III. APPENDIX**

#### **APPENDIX A OF ANNEXURE IV**

##### **DESCRIPTION OF SERVICES**

1. The objective of this consultancy on **RIGHT OF WAY (RoW) AND TELECOMMUNICATIONS INFRASTRUCTURE** is:

1.1. To develop the necessary guidelines and technical specifications to enable licensed operators of public telecommunications networks and other authorized Right of Way (RoW) and telecommunications infrastructure providers to design, deploy, operate and protect telecommunications network infrastructure. Study best international practices and upcoming technological developments, prepare comprehensive reports/proposals, wherever required, propose frameworks to enable physical infrastructure and rights of way required for the roll out of telecommunications networks that are readily available and accessible through clear processes in line with clause 7 of the Telecommunication Policy 2015;

1.2. Recommend the design in consultation with the relevant Ministries, Provincial Governments, Council of Common Interest and Civic/other authorities, a nationally agreed process for granting of rights of way at prices that lead to investment by telecommunications operators;

1.3. To implement cost savings in the telecommunications industry and to mitigate the delays incurred in procuring rights of way for new infrastructure, reducing environmental impact, sharing of passive and active infrastructure will be considered before granting a new right of way or space to build towers or for other infrastructure;

1.4. Design codes for outside plant that will allow standardization in the provision of infrastructure;

1.5. Design the processes for deployment of infrastructure elements capable of delivering various services including but not limited to Towers, In Building Solution (IBS), Distributed Antenna System (DAS) and broadband network – access and backbone and the long distance network; and

1.6. Finally, the availability of wholesale fiber services at reasonable and affordable charges based on fair and non-discriminatory basis.



## **2. Scope of Work (SoW)**

The scope of the work shall include the following list of tasks:

2.1. The consultants shall study International best practices and recommend legal framework on Right of Way (RoW); this may include suggesting an independent corporate body to deal with Right of Way issues in Pakistan.

2.2. One of the task of this Corporate body shall be validation of the conditions that are deemed necessary to permit public telecommunications network operators to construct, develop and maintain their networks in public and private properties. This Corporate Organization will be the interfacing body between the telecommunications industry and the relevant stakeholders and will be focal point to receive and route the various consultation and approval forms between all Telecommunications Infrastructure Providers and all other utilities infrastructure providers.

2.3. To undertake an in-depth analysis/review of current mechanism for Right of Way, the issues faced, inconsistencies in the process in comparison with best international practices and upcoming technological advancements; and recommend in consultation with all the stakeholders including but not limited to relevant Ministries, Provincial Governments and the Civic Bodies/Agencies that provide Right of Way (RoW) and those having RoW oversight; a fast track standardized process associated with the provision of rights of way including standardized charges (one time and/or periodic) for space on land and on/in buildings for the installation of telecommunications infrastructure. These should cover both areas that are already developed (for example where a road, footpath and railway infrastructure has been installed) and those to be developed or redeveloped (where an infrastructure has yet to be installed). The framework will include (a) Standard processes for granting rights of way; (b) Arbitration processes; (c) Responsibilities for granting rights of way;

2.4. Devise Schedule of charges for reasonably pricing rights of way as required by the Act with the aim of (a) providing a charging mechanism in line with the decision already taken by the Inter Provincial Coordination Committee of the Government of Pakistan applicable to all government organizations including municipalities, cantonments, areas administered by Defence organizations, Defence Housing Authorities (DHA) and various Housing Societies and Housing Schemes/Organizations such as Bahria Town, etc., and all such geographic and jurisdictional set ups where Right of Way (RoW) may be requested by Telecommunication Companies and there is a possibility of the owner of such area or land obstructing or delaying RoW and/or demanding unreasonable charges or delaying for providing RoW. An effort shall be made to keep the process / SoP as

simple as possible.(b) Encouraging site sharing by way of levying nominal on sharing a site;

2.5. Recommendations in view of applicable legal frameworks to promote the use of electricity networks and water, gas and other pipelines to provide rights of way, and in some cases infrastructure for telecommunications, and the preparation of guidelines for their use and pricing. The consultant on behalf of Federal Government will consult with owners of utility infrastructure over specific proposals for an economic pricing methodology based on the cost of rights of way for the utilities.

2.6. Development of an advisory code for local authorities to ensure that ducts and associated access points are provided in new roads, footpaths and railway tracks, and those that are being rebuilt. The CONSULTANT will work with the relevant/appropriate authorities for roads to develop a code for the construction of telecommunications ducts to be included in the specification for any road or railway construction or rebuilding program. The code will provide a specification for ducts to carry telecommunications cabling including any necessary related power cabling and voids or spaces to be provided at critical points for the provision of buried or surface mounted equipment chambers. The consultant will also recommend the terms on which ducts and voids/spaces are provided to telecommunications license holders, taking account of the need to stimulate and facilitate the provision of telecommunications infrastructure. The tariff for the use of such infrastructure will be determined in manner equivalent to that for rights of way. The building costs for ducts, spaces and voids will be included in the budget for the road, footpath or railway track and will be borne by the budget holder; and

2.7. The CONSULTANT will work with PTA, Ministry of Information Technology and Telecommunication (MoITT), Telecommunications Licensees and other relevant Ministries and Divisions of Government of Pakistan, including relevant public and private sector companies to prepare a framework for wholesale fiber services on a fair and non-discriminatory basis.

### **3. Deliverables**

3.1 **Right of Way:** The consultants shall study International best practices and prepare legal framework on Right of Way, this may include suggesting an independent corporate body to deal with Right of Way issues in Pakistan, an Authority or a Commission fully empowered and responsible for Right of Way (RoW) in accordance with the laws, rules, and regulations in Pakistan. The Consultants shall prepare legal framework for the Corporate Body to be established by the Government of Pakistan. This process will be completed with adequate understanding of the issues, and the Consultants are expected to provide comprehensive legal document (Framework) that will be considered as the foundation of whole structure, to deal amicably on a crucial subject of Right of Way (RoW) in Pakistan.

3.2 The Consultants are required to advise on the interim solution on RoW till such time that an independent Corporate Body on Right of Way is established under a comprehensive legal framework in Pakistan.

3.3 One of the task of this Corporate body shall be validation of the conditions that are deemed necessary to permit public telecommunications network operators to construct, develop and maintain their networks in public and private properties. This Corporate Organization will be the interfacing body between the telecommunications industry and the relevant stakeholders and will be focal point to receive and route the various consultation and approval forms between all Telecommunications Infrastructure Providers and all other utilities infrastructure providers.

3.4 In light of best international practices, Clause 7.1 of Telecom Policy 2015 and in consultation with relevant Ministries, Provincial Governments and the Council of Common Interest and Bodies/Agencies that have right of way oversight , including those responsible for electrical power, gas, and water transmission/ distribution and sewage to determine the requirement for a common approach to the provision and coordination of all rights of way, develop a framework associated with the provision of rights of way including space on land and on/ in buildings for the installation of Right of Way (RoW) and Telecommunications Infrastructure which should cover both areas that are already developed (for example where a road, footpath and railway infrastructure has been installed) and those to be developed or re-developed (where an infrastructure has yet to be installed); The frame work in line with Clause 7.1 of Telecom Policy 2015 must include at least the following:

- (a) Standard Fast Track Processes for grant Right of Way;
- (b) Arbitration Processes;
- (c) Responsibilities for granting rights of ways; and
- (d) Schedule of Charges by Organizations for reasonably pricing rights of way as required by the Act with the aim of (i) providing a uniform charging mechanism in line with the decision already taken by the Inter Provincial Coordination Committee of the Government of Pakistan applicable to all government organizations including cantonments and areas administered by Defence organizations, and (ii) encouraging site sharing by way of levying nominal and/or no additional charges on sharing a site.

**3.5 Outside Plant Code:** In line with international standards and best international practices and Clause 7.2 of Telecom Policy 2015 develop an outside

pant code for roads and footpaths to endure ducts and access points; The code must include at least the following:

- (a) An advisory code developed in consultation with the appropriate road and local authorities to ensure that ducts and associated access points are provided in new roads, footpaths and railway tracks, and those that are being rebuilt. The code will be implemented by the appropriate local authorities;
- (b) The code will provide a specification for ducts to carry telecommunications cabling including any necessary related power cabling and voids or spaces to be provided at critical points for the provision of buried or surface mounted equipment chambers;
- (c) This code will be required also, to determine the terms on which ducts and voids/spaces are provided to telecommunications license holders, taking account of the need to stimulate and facilitate the provision of telecommunications infrastructure;
- (d) The tariff for the use of such infrastructure will be determined in manner equivalent to that for rights of way. The building costs for ducts, spaces and voids will be included in the budget for the road, footpath or railway track and will be borne by the budget holder.

**3.6 Use of Utility Infrastructure:** Best International Practices shall be followed for the whole process as much possible in Pakistan's context. In line with Clause 7.4 of Telecom Policy 2015 prepare guidelines for use and pricing of utility infrastructure in view of applicable legal frameworks to promote the use of electricity networks and water, gas and other pipelines to provide rights of way, and in some cases infrastructure for telecommunications, and the preparation of guidelines for their use and pricing. The consultant on behalf of Federal Government (MoIT) will consult with owners of utility infrastructure over specific proposals for an economic pricing methodology based on the cost of rights of way for the utilities;

**3.7 Use of Fiber:** The Consultant shall work on Clause 7.7 (7.7.1, 7.7.2, and 7.7.3) of Telecom Policy 2015. The consultant in collaboration with all stakeholders will advice on the charges of dark fiber in Local Loop and Long Distance and International (LDI) jurisdictions, develop cost/charges for whole sale fiber services on a fair and non-discriminatory basis. The Consultant will prepare a regulatory framework for PTA on suitable timings for transition from copper to fiber and roll out plans on Country-wide basis as per requirement and need basis.

## **APPENDIX B OF ANNEXURE IV**

### **REPORTING REQUIREMENTS**

- a) The proposal and the Contract between the CLIENT and the Consultant shall include specific sequencing and timing of each task and any other necessary sub tasks;
- b) The Consultant shall update the CLIENT on weekly basis about the project status;
- c) The Consultant shall submit 5 copies of the Final Report at the end of the assignment along with soft copies including business and / or econometric models, if any developed or used, during the consultancy;
- d) The Report shall be considered final, after it has been accepted by the CLIENT. It shall be both in the print form and supported by soft copies of deliverables, and simulation models, if any;
- e) As and when required, during the consultancy, Power Point presentations may be required to be made; and
- f) The Consultant will hold collective consultations in addition to one on one meetings with the representation of the CLIENT and stakeholders including relevant Ministries, Provincial Governments, Council of Common Interest ,Civic Authoritiesand Agencies that have Right of Way (RoW)oversight , including those responsible for electrical power, gas, and water transmission/ distribution and sewage.

**APPENDIX C OF ANNEXURE IV**

**KEY PERSONNEL**

## APPENDIX D OF ANNEXURE IV

### FORM OF PERFORMANCE BANK GUARANTEE

*Note: See Clause GC 6.4*

#### Performance Guarantee for Performance Obligations

Date: -----

\_\_\_\_\_ *[On a legal document/stamp paper]*

**Beneficiary:** Pakistan Telecommunication Authority, Headquarters Building, F-5/1, Islamabad, Pakistan.

**Date:** \_\_\_\_\_

We *[name of Bank]* is providing Performance Guarantee for \_\_\_\_\_ (hereinafter called "the CONSULTANT") have entered into CONTRACT No. *[Reference number of the CONTRACT]* dated *[insert date]* with Pakistan Telecommunication Authority (hereinafter called the "CLIENT"), for the provision of ***Consultancy Services on Right of Way (RoW) and Telecommunications Infrastructure*** (hereinafter called "the CONTRACT").

Furthermore, we understand that, according to the conditions of the CONTRACT, a performance guarantee in the sum of US \$ \_\_\_\_\_/ [US Dollars \_\_\_\_\_] *(the amount equal to 2% of the total CONTRACT Price)* is to be made against the performance obligations of the CONSULTANT.

We *[name of Bank]* hereby irrevocably, unconditionally and continuingly guarantee without recourse to the CLIENT, and undertake to pay to the CLIENT any sum or sums not exceeding in total an amount of US \$ \_\_\_\_\_/-US Dollars \_\_\_\_\_ only) *(the amount equal to 2% of the total CONTRACT Price)* upon receipt by us of CLIENT's first demand in writing accompanied by a written statement stating that "the CONSULTANT" are in breach of their obligations under the CONTRACT.

This guarantee shall be released after successful completion of the Consultancy.

\_\_\_\_\_  
*[signature(s)]*

*Endorsed and guaranteed by Commercial Bank in Pakistan*

*[Bank Stamp and Signature(s)]*

*Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product. If the bank guarantee is arranged from a bank outside Pakistan that bank guarantee has to be backed by the bank guarantee of a local bank in Pakistan with a credit rating of at least AA+.*

***THE EXPIRY DATE OF THIS GUARANTEE WILL BE TWO MONTHS AFTER THE COMPLETION DATE OF THE CONSULTANCY***



## APPENDIX E OF ANNEXURE IV

### INTEGRITY PACT

#### GENERAL

This Pre Contract Agreement (hereinafter called the “Integrity Pact”) is made on \_\_\_\_day of the month of\_\_\_\_ 2017,

By and between,

Pakistan Telecommunication Authority (PTA) statutory regulatory body established under the Pakistan Telecommunication (Re-organization) Act, 1996 (the “Act”) having its office at PTA Headquarters F-5, Islamabad (hereinafter called the "CLIENT", which expression shall mean and include, unless the context otherwise require, its successors in office and permitted assigns) of the First Part and

M/s. \_\_\_\_\_ (hereinafter called "the CONSULTANT" which expression shall mean and include, unless the context otherwise requires, its successors and permitted assigns) of the Second Part

(The Party of the First Part and Party of the Second Part shall hereinafter be collectively referred to as ‘Parties’ and individually as ‘Party’ as the context of this Integrity Pact requires).

**WHEREAS the CLIENT** intends to acquire the Services of a Consultant having the requisite expertise *for RIGHT OF WAY (RoW) AND TELECOMMUNICATIONS INFRASTRUCTURE*,

WHEREAS the CONSULTANT represents that it being engaged in providing the such Services, has the requisite expertise and resources to provide top quality Services to the Client in accordance with highest industry standards and satisfaction of the Client and undertakes that the Services shall be provided only through the staff who have the requisite expertise and experience in this regard.

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the CONTRACT to be entered into with a view to :-

- Enable the CLIENT to obtain the desired said Consultancy Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortion impact of corruption on public procurement, and
- Ensure that the CONSULTANT abstains from bribing or indulging in any corrupt practice to secure the contract and the CLIENT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The PARTIES hereto hereby agree to enter into this integrity Pact and agree as follows:

## **1. COMMITMENTS OF THE CLIENT**

1.1 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the Contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the CONSULTANT, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

1.2 The CLIENT will, during the pre-contract stage, treat all Consultants alike, and will provide to all Consultants the same information and will not provide any such information to any particular CONSULTANT which could afford an advantage to that particular CONSULTANT in comparison to other Consultants.

1.3 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the CONSULTANT to the CLIENT with full and verifiable facts and the same is prima-facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the CONTRACT would not be stalled.

## **3. COMMITMENTS OF CONSULTANTS:**

3.1 The CONSULTANT commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its proposal or during any pre-contract or post-contract stage in order to secure the CONTRACT or in furtherance to secure it and in particular commit itself to the following:-

3.1.1 The CONSULTANT will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third

party related to the CONTRACT in exchange for any advantage in the bidding, evaluation, contracting and implementation of the CONTRACT.

3.1.2 The CONSULTANT further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the CONTRACT or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other contract with the Government.

3.1.3 The CONSULTANT, either while presenting the proposal or during pre-contract negotiations or before signing the Contract, shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the Contract and the Services agreed upon for such payments.

3.1.4 The CONSULTANT will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, proposal evaluation, contracting and implementation of the Contract.

3.1.5 The CONSULTANT will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.1.6 The CONSULTANT shall not use improperly, for purposes of competition or personal gain, or pass on to other, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The CONSULTANT also undertakes to exercise due and adequate care lest any such information is divulged.

3.1.7 The CONSULTANT commits to refrain from lodging any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.1.8 The CONSULTANT shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.1.9 If the CONSULTANT or any employee of the CONSULTANT or any person acting on behalf of the CONSULTANT, either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an employee of the CLIENT has financial interest/stake in the CONSULTANT's firm, the same shall be disclosed by the CONSULTANT at the time of submitting its proposal.

3.1.10 The CONSULTANT shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

#### **4. PREVIOUS TRANSGRESSION**

4.1 The CONSULTANT declares that no previous transgression occurred in the last five years before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in Pakistan or any Government Department in Pakistan that could justify CONSULTANT's exclusion from the bidding process.

4.2 The CONSULTANT agrees that if it makes incorrect statement on this subject CONSULTANT can be disqualified from the bidding process or the CONTRACT, if already awarded, can be terminated for such reason.

#### **5. SANCTIONS FOR VIOLATIONS**

5.1 Any breach of the aforesaid provisions by the CONSULTANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the CONSULTANT) shall entitle the CLIENT to take all or any one of the following actions, wherever required:-

5.1.1 To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the CONSULTANT. However, the proceedings with the other CONSULTANT would continue;

5.1.2 The Performance Bond (after the Contract is signed) shall stand forfeited either fully and the CLIENT shall not be required to assign any reason thereof;

5.1.3 To immediately cancel the Contract, if already signed, without giving any compensation to the CONSULTANT;

5.1.4 To recover all sums already paid by the CLIENT, with interest thereon at the rate of prevailing 6 months KIBOR (Karachi Inter Bank Offer Rate);

5.1.5 To encash the performance bond furnished by the CONSULTANT, in order to recover the payments, already made by the CLIENT, along with interest;

5.1.6 To cancel all or any other Contract with the CONSULTANT. The CONSULTANT shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount so payable from the money(s) due to the CONSULTANT;

5.1.7 To debar the CONSULTANT from participating in future bidding processes of the Government of Pakistan for a minimum period of five years, which may be further extended at the discretion of the CLIENT;

5.1.8 To recover all sums paid in violation of this PACT by CONSULTANT to any middleman or agent or broker with a view to securing the Contract;

5.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the CLIENT with the CONSULTANT, the same shall not be opened; and

5.1.10 Forfeiture of Performance Guarantee in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The CLIENT will be entitled to take all or any of the actions mentioned at para 5.1(5.1.1) to (5.1.10) of this Pact also on the Commission by the CONSULTANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the CONSULTANT), of an offence as defined in the Pakistan Penal code, or any other statute enacted for prevention of corruption.

5.3 The decision of the CLIENT to the effect that a breach of the provisions of this Pact has been committed by the CONSULTANT shall be final and conclusive on the CONSULTANT. However, the CONSULTANT can approach the Independent Monitor(s), if any, appointed for the purposes of this Pact.

## **6. FALL CLAUSE**

The CONSULTANT undertakes that it has not supplied/is not supplying similar services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of Pakistan and if it is found at any stage that similar services were supplied by the CONSULTANT to any other Ministry/Department of the Government of Pakistan at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the CONSULTANT to the CLIENT, if the Contract has already been concluded.

The Consultant accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to Client under any law, contract or other instrument, be voidable at the option of the Client.

## **7. MONITORS**

7.1 The CLIENT may appoint Independent Monitor(s) for this Consultancy;

7.2 The task of the Monitor(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Consultancy;

7.3 Both the parties accept that the Monitor(s) have the right to access all the documents relating to the project/procurement, including minutes of meetings;

7.4 As soon as the Monitor(s) notice(s), or has reason to believe, a violation of this CONTRACT, will inform the PTA Authority.

7.5 The Monitor(s) will submit a written report to the designated Authority of CLIENT biweekly from the date of reference or intimation to him by the CLIENT/CONSULTANT and, should the occasion arise, submit proposals for correcting problematic situations.

## **8. FACILITATION OF INVESTIGATION**

In case of any allegations of violation of any provisions of this Integrity Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the BOOKs of Accounts of the CONSULTANT and the CONSULTANT shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **9. LAW AND PLACE OF JURISDICTION**

This Integrity Pact is subject to Laws of Pakistan. The place of performance and jurisdiction is the seat of the CLIENT at Islamabad Pakistan.

## **10. OTHER LEGAL ACTIONS**

10.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

### **10.1.1 Validity**

a) The validity of this Integrity Pact shall be from date of its signing and extend the complete execution of the Contract to the satisfaction of both the CLIENT and the CONSULTANT. In case CONSULTANT is unsuccessful, this Integrity Pact shall expire after ten months from the date of the signing of the CONTRACT; and

b) Should one or several provisions of this Integrity Pact turn out to be invalid; the remainder of this Integrity Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

## 11. RIGHTS AND REMEDIES

Notwithstanding any rights and remedies exercised by Client in this regard, Consultant agrees to indemnify Client for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Client in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by Client 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 Client.

c)

The parties hereby agree and sign this Integrity Pact at Islamabad Pakistan on\_\_\_\_\_.

CLIENT

Authorized Representative

Witnesses \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

CONSULTANT

Authorized Representative

Witnesses

1. \_\_\_\_\_

2. \_\_\_\_\_

**APPENDIX F OF ANNEXURE IV**

**PROJECT WORK PLAN**

<b>S. No.</b>	<b>Milestone</b>	<b>No of working days to complete tasks</b>
<b>Start Date</b>		<b>*T0</b>
<b>1</b>	Devise a strategy for undertaking the project as per the scope of work and get the strategy document approved by the CLIENT to execute the project.	<b>T1=T0+5</b>
<b>2.</b>	Legal Framework on RoW for establishment of RoW Commission or Authority.	<b>T2=T1+30</b>
<b>3.</b>	Consultation with all stakeholders as per the requirement of the deliverables.	<b>T3=T2+50</b>
<b>4.</b>	Develop standards, frameworks, guidelines for:  i. Right of way; ii. Outside plant code; iii. Use of utility infrastructure; and iv. Use of Fiber	<b>T4=T3+50</b>
<b>5.</b>	Re-consult with the stakeholders for their final feedback from all the government and other stake holders.	<b>T5=T4+45</b>
<b>Total Days</b>		<b>T=T0+180**</b>

**\*T0 = ( ), \*\* depending upon decision of the CLIENT**

***The 180 working days consultancy will exclude the time taken by the CLIENT to approve the individual deliverables and a maximum of 5 days per deliverable to rectify deficiencies by the Consultant.***



## APPENDIX G OF ANNEXURE IV

### CORPORATE GUARANTEE FOR PERFORMANCE BANK GUARANTEE

**Beneficiary:** Pakistan Telecommunication Authority, Headquarters Building, F-5/1, Islamabad, Pakistan.

**Date:** *Day Month 2017*

1. We Name of the consultant (hereinafter called the "CONSULTANT") have entered into CONTRACT No. xxxxxxxx dated *day month 2017* with Pakistan Telecommunication Authority (hereinafter called the "CLIENT"), for the provision of services for **Right of Way (RoW) and Telecommunications Infrastructure** (hereinafter called "the CONTRACT").

2 We understand that, according to the conditions of the CONTRACT, a performance bank guarantee in the sum of Pak Rs. or US\$ \_\_\_\_\_/- (Pak Rs. or US Dollars \_\_\_\_\_) is to be provided by the CONSULTANT against the performance obligations of the CONSULTANT.

3. We, the CONSULTANT, do hereby irrevocably, unconditionally and conditionally guarantee and undertake that in case the Performance Bank Guarantee (PBG) cannot be encashed for any reason, the CONSULTANT is liable to pay the amount of PBG of Pak Rs. or US\$ \_\_\_\_\_/- (Pak Rs. or US Dollars \_\_\_\_\_ only) as mentioned in para 2 above to the CLIENT.

4 This guarantee shall in all respects be governed by, and construed in accordance with, the laws of Pakistan. The CONSULTANT hereby attorns and submits to the exclusive jurisdiction of the Courts of Pakistan in respect of any legal action or proceeding commenced in respect of this guarantee.

5. This guarantee will expire one month after completion of the contract or the final payment whichever is later

For and on behalf of CONSULTANT

*Name of the Consultant*

\_\_\_\_\_(Signature)\_\_\_\_\_

1. Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Witnesses:**

\_\_\_\_\_(Signature)\_\_\_\_\_

1. Name: \_\_\_\_\_

Designation: \_\_\_\_\_

\_\_\_\_\_(Signature)\_\_\_\_\_

2. Name: \_\_\_\_\_

Designation: \_\_\_\_\_

\_\_\_\_\_(Signature)\_\_\_\_\_

2. Name: \_\_\_\_\_

Designation: \_\_\_\_\_