



Government of Pakistan  
**PAKISTAN TELECOMMUNICATION AUTHORITY**  
[www.pta.gov.pk](http://www.pta.gov.pk)

## **EXPRESSION OF INTEREST (EOI)**

**HIRING OF SERVICES OF NATIONAL/INTERNATIONAL CONSULTANT/CONSULTANCY FIRM FOR PREPARATION OF OUTSIDE PLANT CODE, SPECIFICATIONS/GUIDELINES FOR IN-BUILDING CABLING AND PROCESS FOR USE OF UTILITY INFRASTRUCTURE FOR TELECOMMUNICATION SERVICES**

Pakistan Telecommunication Authority (PTA), the CLIENT, the Telecommunication Regulator in Pakistan, invites Expression of Interest (EOI) from internationally reputed consultant firms/consultants, to provide consultancy for captioned services.

The International Firm may 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.

Expression of Interest documents, (containing detailed terms and conditions, etc. are available at the office of the undersigned. Price of the EOI documents is **Rs. 500/-** (non-refundable and in shape of pay order in favour of PTA). EOI documents can also be downloaded from ([www.ppra.org.pk](http://www.ppra.org.pk) & [www.pta.gov.pk](http://www.pta.gov.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 **03:00 PM, 4<sup>th</sup> August, 2020**. Technical proposals will be opened on the same day at **04:00 PM**.

This advertisement is also available on PPRA website [www.ppra.org.pk](http://www.ppra.org.pk)

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

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**Tel: +92 (51) 2878159, Fax: +92 (51) 2878120**

**REQUEST FOR PROPOSAL (RFP)**

**HIRING OF CONSULTANT / CONSULTING FIRM**

**FOR**

**USE OF OUTSIDE PLANT, IN-BUILDING CABLING AND UTILITY  
INFRASTRUCTURE**

**FOR**

**TELECOMMUNICATION SERVICES**

## Table of Contents

1. Introduction	4
2. Instructions to the Consultant	5
3. Terms of References (ToRs)	6
3.1. Objective of Consultancy	6
3.2. Scope of Work (SoW)	7
3.3. Deliverables	10
3.4. Payments	10
3.5. Competency and Expertise	11
3.6. Reporting and Time Schedule	12
3.7. Confidentiality, Ethics and Code of Conduct	12
3.8. Ineligibility and Disqualification	12
4. The Proposal	12
4.1. Language	12
4.2. Technical Proposal	12
4.3. Financial Proposal	13
4.4. Submission, Receipt and Opening of Proposal	14
5. Proposal Evaluation	15
5.1. 5.2. Evaluation of Technical Proposal	15
5.2. 5.3. Evaluation of Financial Proposal	16
6. Contract Negotiations	18
7. Award of Contract	18
7.1. Commencement of Assignment	19
7.2. The Client's Right in respect of RFP	19
7.3. Bank Guarantee	19
7.3.1. Performance Bank Guarantee (PBG)	19
7.3.2. Corporate Guarantee (CG)	20
7.4. Award of Contract	20
7.5. Conflict of Interest	20
7.6. Integrity Pact	20
Annexure I List of Technical Proposal Form	21
Annexure I.A Proposal Submission Form	22
Annexure I.B Consultant References	23
Annexure I.C Suggestions and Facilities	25

Annexure I.D Methodology and Work Plan -----	27
Annexure I.E Team Composition and Task Assignments -----	28
Annexure I.F CVs of Professional Staff-----	29
Annexure I.G Details of Consultancy Projects-----	21
Annexure II List of Financial Proposal Forms -----	32
Annexure II.A Proposal Submission Form -----	33
Annexure II.B Performance Bank Guarantee Form -----	34
Annexure II.C Corporate Guarantee Form for PBG-----	35
Annexure III Contract Agreement -----	54

## 1. Introduction

1.1 Pakistan Telecommunication Authority (PTA) (hereinafter called the “Client” which expression shall mean and include, unless the context otherwise requires, its administrators 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 providing 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 investors’ 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, pursuant to clause 7.2, 7.3 and 7.4 of the Telecommunication Policy 2015 (the “Policy”) which shall include but not limited to the following;

- a) To develop 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 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 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. However, the tariff for the use of such infrastructure will be determined in manner equivalent to that for rights of way.
- b) Technical specification for in-building telecommunication cabling for new and existing commercial, non-commercial buildings including single story, multi-story, residential and industrial premises, in line with international best practices. Also the guidelines for drawing telecom cable layouts for commercial, non-commercial buildings including, single story, multi-story, residential and industrial units/premises etc., also the guidelines to introduce

and promote neutral host infrastructure deployment model in buildings The Safety Standards including but not limited to adequate separation of electrical wiring from telecom cabling and insulation for fire safety, etc.

- c) Standard processes and terms/ conditions on which the telecom operators may use utility infrastructure to provide rights of way; the specifications for the use of such infrastructure, including the safety measures and the arbitration processes for instances of any dispute. Also Standards and guidelines for governing/preparing, i.e. installation, modification or replacement, for the attachment of telecom equipment to utility poles/ towers in order to promote deployment of small/ micro cells. Also the standard processes and terms/ conditions for using the communication infrastructure owned and operated by utility infrastructure owners, for telecommunication services and technical specifications for using this infrastructure. Propose a tariff for such use. The Consultant will consult with owners of utility infrastructure over specific proposals for an economic pricing methodology for calculation of cost of rights of way and propose calculation mechanism.

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 telecom infrastructure. The focus of this Consultancy Project is to develop a code for outside plant , according to requirements described under clause 7.2, identify standards for in-building telecommunications cabling for new, existing and re-furbished buildings under clause 7.3, and guidelines for the use of utility infrastructures for provision of telecommunication services as per clause 7.4 of the Policy as detailed hereinabove under clause 1.4 and the Client intends to hire the services of experienced Consultants having in-depth knowledge of Worldwide Telecom Infrastructure Standards and relevant Rights of Way matters.

## **2. Instructions to 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 rule 36(d) of Public Procurement Rules, 2004, available at [www.ppra.org.pk](http://www.ppra.org.pk) and as outlined in Section 4 of RFP. The proposal will be the basis for contract negotiations and ultimately for signing of the contract with the successful Consultant.

**2.2.** The Consultant may request a clarification on any of the RFP documents, at least 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: [telecominfrastructure@pta.gov.pk](mailto:telecominfrastructure@pta.gov.pk)  
Tel: +92 (51) 2878159 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 International Firm may work in collaboration with qualified Local Representative Company in Pakistan, listed on active taxpayer list of Federal Board of Revenue (FBR). Document validating the Joint venture/collaboration should be attached with technical proposal.
- 2.7. The Client is not bound to accept any of the proposals submitted, however, upon request ground of rejection of bid, may be communicated to the applicant;
- 2.8. 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
- 2.9. The Consultant must review the following documents available on the Client website ([www.pta.gov.pk](http://www.pta.gov.pk)).
  - a) The Pakistan Telecommunication Re-Organization Act 1996 and
  - b) Telecommunication Policy 2015.

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

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

**3.1.1.** To design an outside plant code, for inclusion of telecommunication network facilities, in line with clause 7.2 of Telecom Policy 2015, which will include, but not limited to the following:

- a) To develop 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.
- b) That the construction of telecommunications ducts to be included in the specification for any road or railway construction or rebuilding program.
- c) 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.
- d) The 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. However, the tariff for the use of such infrastructure will be determined in manner equivalent to that for rights of way. The consultant must also determine the suitable standards and/ incentives to spur commercial fiber deployment for telecommunication networks.

- e) 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.

**3.1.2.** To identify standards for in-building telecommunication cabling, in line with clause 7.3 of Telecom Policy 2015, which will include, but not limited to:

- a) Technical specification for in-building telecommunication cabling for new and existing commercial, non-commercial buildings including single story, multi-story, residential and industrial premises, in line with international best practices.
- b) Guidelines for drawing telecom cable layouts for commercial, non-commercial buildings including, single story, multi-story, residential and industrial units/premises etc. Also recommend to introduce and promote neutral host infrastructure deployment model in buildings.
- c) Safety Standards including but not limited to adequate separation of electrical wiring from telecom cabling and insulation for fire safety, etc.
- d) Propose a way forward/process, to disseminate such standards to relevant implementing bodies, and recommendations on the telecommunication cabling standards be part of any of the prevailing standards/codes/guidelines or frameworks for buildings.

**3.1.3.** Recommend guidelines for use of utility infrastructure i.e. electricity network, water and gas and other pipelines, to provide Rights of Way and in some cases infrastructure, to telecommunication operators, in line with clause 7.4 of Telecom Policy 2015, which shall include but not limited to the following:

- a) Standard processes and terms/ conditions on which the telecom operators may use utility infrastructure to provide rights of way; the specifications for the use of such infrastructure, including the safety measures and the arbitration processes for instances of any dispute.
- b) Standards and guidelines for governing/preparing, i.e. installation, modification or replacement, for the attachment of telecom equipment to utility poles/ towers in order to promote deployment of small/ micro cells.
- c) Standard processes and terms/ conditions for using the communication infrastructure owned and operated by utility infrastructure owners, for telecommunication services and technical specifications for using this infrastructure. Propose a tariff for such use.
- d) The Consultant will consult with owners of utility infrastructure over specific proposals for an economic pricing methodology for calculation of cost of rights of way and propose calculation mechanism.
- e) Propose a way forward/process, to disseminate the proposed guidelines to the relevant implementing bodies.

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

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

**3.2.1. Task-1 Outside Plant Code**

The Consultant shall identify the current market assessment for use of Outside Plant for telecommunication services, in line with 3.2.4 of RFP and in accordance with the provisions of clause 7.2 of the Policy. For this, he shall consult with relevant stakeholders including but not limited to the stakeholders from telecommunication, Pakistan Engineering Council and the relevant ministries/authorities for roads and railways etc., including the relevant ministries and departments in the provincial governments, cantonment boards and development Authorities/ municipalities of five(5) major cities, including Islamabad, Peshawar, Lahore, Karachi, and Quetta, and develop an outside plant code for roads and footpaths to endure ducts and access points for telecom networks. The code must include at least the following:

- a) Ensures that ducts and associated access points are provided in new roads, footpaths and railway tracks.
- b) The code will provide specification for ducts to carry telecommunication cabling including any necessary power (related) 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 also be required to determine the terms and conditions on which ducts and voids/spaces are provided to telecommunication license holders, taking in account the need to stimulate and facilitate the provision of telecommunication infrastructure.
- d) The tariff for the use of such infrastructure will be determined in manner equivalent to that for rights of way, also considering the expense/ cost involved in construction of ducts. The building cost 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.
- e) Propose a way forward/process, in view of all applicable laws to disseminate the code to all relevant bodies to adopt the code.
- f) The consultant must also determine, after consultation with the telecom operators, the suitable standards and/or incentives to spur commercial fiber deployment for telecommunication networks.

**3.2.2. Task-2 Standards for In-Building Telecom Cabling**

The Consultant shall identify the current scenario of telecommunication cabling inside the buildings, in line with 3.2.4 of RFP and develop the standards for in-building telecom cabling in light of clause 7.3 of the Policy. For this, the Consultant shall liaison with the relevant stakeholders including but not limited to Pakistan Engineering Council and the stakeholders from telecommunication sector. The standards must atleast include:

- a) Technical specification for in-building telecommunication cabling for new and existing commercial, non-commercial buildings including single story, multi-story, residential and industrial premises, in line with international best practices.
- b) Guidelines for drawing telecom cable layouts for commercial, non-commercial buildings including, single story, multi-story, residential and industrial units/premises etc. Also the guidelines to introduce and promote neutral host infrastructure deployment model in buildings.
- c) Safety Standards including but not limited to adequate separation of electrical wiring from telecom cabling and insulation for fire safety, etc.
- d) Propose a way forward/process, to disseminate such standards to relevant implementing bodies, and recommendations on the telecommunication cabling standards be part of any of the prevailing standards/codes/guidelines or frameworks for buildings.

### **3.2.3. Task-3 Use of Utility Infrastructure:**

The Consultants shall identify the current scenario of (i) the use of physical utility infrastructure for granting rights of way and (ii) the use of self-owned communication infrastructure laid down by utility owners for telecommunications, in line with 3.2.4 of RFP. The Consultant shall liaise with the relevant stakeholders including but not limited to the owners/ authorities of the electricity networks, water & gas pipelines and the stakeholders from telecommunication sector. The Consultant shall develop the guidelines for use of utility infrastructure for telecommunications, in the light of 7.4 of Telecom Policy 2015, which must at least include but not limited to the following:

- a) Standard processes and terms/ conditions on which the telecom operators may use utility infrastructure to provide rights of way; the specifications for the use of such infrastructure, including the safety measures and the arbitration processes for instances of any dispute.
- b) Standards and guidelines for governing/preparing, i.e. installation, modification or replacement, for the attachment of telecom equipment to utility poles/ towers in order to promote deployment of small/ micro cells.
- c) Standard processes and terms/ conditions for using the communication infrastructure owned and operated by utility infrastructure owners, for telecommunication services and technical specifications for using this infrastructure. Propose a tariff for such use.
- d) The Consultant will consult with owners of utility infrastructure over specific proposals for an economic pricing methodology for calculation of cost of rights of way and propose calculation mechanism.
- e) Propose a way forward/process, to disseminate the proposed guidelines to the relevant implementing bodies.

**3.2.4.** For completion of the above tasks, the Consultant will take into account the following:

- a) Consultation with relevant stakeholders for market information, challenges and potential regulatory landscape, for in-depth analysis and assessment of current scenario.
- b) Study International best practices of at least Five (05) case studies including the developed and developing countries from Europe and Asia.
- c) Study of gap analysis of local and international practices. This may include but not limited to the following,
  - i. Review and consider international best practices;
  - ii. Identification of gaps between existing local practices and modern and emerging international practices/ frameworks;
  - iii. Mapping of international and emerging regulatory arrangements and recommendations for the Pakistani market.
  - iv. Impact of such arrangements, including but not limited to financial impact, ease of doing business, industry growth, and network expansion etc. w.r.t. provision of telecom services.
- d) Study prevailing/existing codes/ standards/ frameworks for other services, prescribed by relevant bodies including but not limited to PEC and ensures that the prescribed standards shall be in tandem with these codes/ standards/ frameworks/ guidelines.

### **3.3. Deliverables**

The specific deliverables, as per the timelines mentioned in contract agreement i.e. Appendix F of Annexure III, are as follows:

- 3.3.1.** Submission of a comprehensive report on market assessment of use of Outside Plant, on the basis of analysis and consultation with stakeholders as mentioned at 3.2.4 (a)-(d) above, and presentation to Client.
- 3.3.2.** Submission of an advisory code for Outside plant, in line with 3.2.1 (a)-(d) of RFP, for approval by the Client.
- 3.3.3.** Submission of a Final Report on 3.2.1 (Task 1) of RFP, including the way forward to disseminate the proposed outside plant code, in line with 3.2.1 (e) and also the proposed standards and/or incentives to spur commercial fiber as per 3.2.1 (f) of RFP, for approval by Client and presentation to Client.
- 3.3.4.** Submission of a comprehensive report on market assessment for in-building cabling, on the basis of analysis and consultation with stakeholders as mentioned at 3.2.4 (a)-(d) above, and presentation to Client.
- 3.3.5.** Submission of comprehensive standards for in-building telecommunication cabling, as per 3.2.2(a)-(c) of RFP, for approval by the Client.

- 3.3.6.** Submission of a Final Report on 3.2.2 (Task 2) of RFP, including a way forward to disseminate the proposed in-building telecom cabling standards, in line with 3.2.2 (d), for approval by Client and presentation to Client.
- 3.3.7.** Submission of a comprehensive report on market assessment for use of utility infrastructure, on the basis of analysis and consultation with stakeholders as mentioned at 3.2.4 (a)-(d) above, and presentation to Client.
- 3.3.8.** Submission of comprehensive guidelines, in consultation with relevant owners, for the use of utility infrastructure for telecommunication services, as per 3.2.3(a)-(c) of RFP, for approval by Client.
- 3.3.9.** Submission of comprehensive report on pricing methodology to provide Rights of Way through Utility Infrastructure, in line with 3.2.3(c) of RFP, for approval by Client.
- 3.3.10.** Submission of a Final report on 3.2.3 (Task 3) of RFP, including the way forward to disseminate the proposed guidelines to the relevant stakeholders and ~~also to promote the use of such infrastructure~~, in line with 3.2.3 (d), for approval by Client and presentation to Client.

**3.4. Payments:** The Client will make the payments to the Consultant in line with the deliverables as stated in clause 3.3 of RFP. Payments will be made on acceptance of a deliverable by the Client as a completed item. The payment shall be made as per following:

- a)** Ten percent (10%) of the CONTRACT price shall be paid upon approval of deliverable at 3.3.1;
- b)** Ten percent (10%) of the CONTRACT price shall be paid upon approval of deliverable at 3.3.2 ;
- c)** Ten percent (10%) of the CONTRACT price shall be paid upon approval of deliverable at 3.3.3;
- d)** Ten percent (10%) of the CONTRACT price shall be paid upon approval of deliverable at 3.3.4;
- e)** Ten percent (10%) of the CONTRACT price shall be paid upon approval of deliverable at 3.3.5;
- f)** Ten percent (10%) of the CONTRACT Price shall be paid upon approval of deliverable at 3.3.6;
- g)** Ten percent (10%) of the CONTRACT Price shall be paid upon approval of deliverable at 3.3.7;
- h)** Ten percent (10%) of the CONTRACT price shall be paid upon approval of deliverable at 3.3.8;
- i)** Ten percent (10%) of the Contract price shall be paid upon approval of deliverable at 3.3.9;
- j)** Ten percent (10%) of the CONTRACT Price shall be paid upon approval of deliverable at 3.3.10;

### **3.5. Competency and Expertise**

**3.5.1.** 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 emphasis on latest and emerging technical trends and regulatory issues related to Telecom networks/Infrastructure also the issues related to rights of way, its planning and acquisition;
- ii.) Experience in review/ formulation of regulatory codes for outside plant, for inclusion of telecommunication network in outside plant.
- iii.) Experience in review/ formulation of regulatory standards for in-building telecommunication cabling networks.
- iv.) Experience in review/ formulation of regulatory guidelines for use of utility infrastructure for telecommunication services.
- v.) Experience in Consultancy projects of similar nature in telecommunications and associated industry.

**b) Legal Expertise:**

- i.) Expertise in development of effective legal regulatory instruments like regulations, frameworks, standards, guidelines, codes and associated implementation roadmaps etc., on issues identified in Para 3.2 (scope of Work) of this RFP.
- ii.) Advisory experience on relevant issues while consulting with the stakeholders as required in the Scope of Work.

**c) Commercial/Financial Expertise:**

- i.) Practical experience and understanding of commercial/economic matters of modern telecom industry including issues related to, use of outside plant, in-building networks and utility infrastructure, for provision of telecommunication services, commercial practices, market structures, and other operational matters of telecom industry related to the scope of work identified in RFP.
- ii.) Clear comprehension of pricing for use of utility infrastructure and outside plant infrastructure for telecommunications, and charges associated with rollout of telecom access network.

**3.6. Reporting and Time Schedule**

The Client expects that "Consultancy Project" shall be completed in a total period of One Hundred Fifty (150) working days from the date of signing of the Contract.

**3.7. Confidentiality, Ethics and Code of Conduct**

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

### **3.8. Ineligibility and Disqualification**

The Client reserves the right to disqualify a Consultant if it found, at any time, that the information submitted by the Consultant concerning his qualification/experience/expertise was false, misleading or materially inaccurate.

## **4. The Proposal**

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

### **4.2. Technical Proposal**

- 4.2.1.** At first, the evaluation of the technical proposal will be done and the financial proposal shall remain unopened at this stage.
- 4.2.2.** Technical Proposal is required to be submitted in a manner as prescribed in Annexure I of the RFP.
- 4.2.3.** The Evaluation Committee constituted by the Client may seek information / clarification from the applicant(s).
- 4.2.4.** The Technical Proposal shall provide the following information using the attached Standard Forms/ Annexures:
  - 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 assigned tasks in this consultancy*]and 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). If consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate.
  - 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. Consultant should provide the details of the consultancy projects being carried out by the Consultant (*please see* Annexure I.G).

g. At minimum the Consultant may specify Two (02) to three (03) visits, in consultation with the Client, for rendering services with regards to deliverables as specified in Clauses 3.3 of RFP; however, in case of any unforeseen circumstances, if the client cannot visit physically, the local partner, with mutual understanding and approval of the parties, shall provide the deliverables under supervision of consultant, and arrange video conferences of the client with the consultant. The physical visits shall be the preferred choice, in normal circumstances.

h. The Technical Proposal shall not include any financial information.

#### **4.3. Financial Proposal**

**4.3.1.** 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 be bided in accordance with Annexure II.A. The bid price 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;

**4.3.2.** 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) will be transferred through crossed cheque in the designated account of the Consultant conveyed to the Client. Payments will be made after applicable deductions of tax etc.; and

**4.3.3.** The proposal must remain valid for a period of Six (06) Months 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 has the right to decide on extension of proposal validity period.

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

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

**4.4.2.** 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;

- 4.4.3.** 4.4.3 The Consultant shall prepare four copies of each 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 considered;
- 4.4.4.** 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 IT 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 "Use of Outside Plant, In-Building Cabling And Utility Infrastructure For Telecommunication "".
- 4.4.5.** 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;
- 4.4.6.** The proposal submission address is:

Director General (Strategy & Development)  
Pakistan Telecommunication Authority  
PTA HQs, F-5/1, Islamabad Pakistan.  
Email: [telecominfrastructure@pta.gov.pk](mailto:telecominfrastructure@pta.gov.pk)  
Tel: +92 (51) 2878159 Fax: +92 (51) 2878120

- 4.4.7.** The completed Technical and Financial Proposals must be delivered at the submission address on **August 4, 2020**. Proposals must be submitted no later than 1500 Hours, Pakistan Standard Time (PST). Technical Proposals will be opened on the same day at 1600 Hours at the Client premises i.e. PTA HQs. F-5/1, Islamabad. Any proposal received after the closing time for submission of proposals shall be returned unopened;
- 4.4.8.** The proposal therefore, shall be submitted in the manner of this RFP comprising the following:
- a)** A covering letter as attached at Annexure-I-A with supporting documents (original and three photocopies along with the soft copy);
  - b)** The proposal shall be evaluated in 2 phases: (i) technical evaluation and (ii) financial evaluation;
  - c)** Financial Proposal shall remain sealed and deposited with Director General (Strategy & Development) Pakistan Telecommunication Authority. Upon completion of evaluation of Technical Proposals, the Financial Proposal of technically qualified applicants will be opened as specified in section 5.3 of the RFP.

## 5. Proposal Evaluation

**5.1. Method of selection will be Quality and Cost Based.** 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 bidder will have to meet the following mandatory requirements failing which the bid will be disqualified:

- a. Bidder has to produce Sales Tax and Income Tax Registration.
- b. Bidder is on Active Tax Payers List of FBR. The International Firm may work in collaboration with qualified Local Representative Company in Pakistan, listed on active taxpayer list of Federal Board of Revenue (FBR). Document validating the Joint venture/collaboration should be attached with technical proposal.
- c. Affidavit that bidder has never been black listed from any Govt. /Semi Govt./ Autonomous body.

**5.2.2.** The evaluation committee, appointed by the Client will evaluate Technical Proposals of the bidders meeting the mandatory requirements at Sr. 5.2.1 above, based on the evaluation criteria defined in this section in accordance with the expertise defined in Para No. 3.5 of RFP. During the evaluation, maximum marks will be given to the closest/ maximum number of relevant submissions against each requirement of evaluation criteria, and it shall be used as benchmark for evaluation of other proposals.

	<b>Evaluation Criteria</b>	<b>Marks</b>
<b>1</b>	<b>Experience of conducting similar assignments</b>	<b>60</b>
1.1	Experience in conducting assignments similar to 3.2.1 i.e. task 1 of the RFP: <ul style="list-style-type: none"><li>• Maximum marks will be given to the maximum number of relevant assignments.</li></ul>	20
1.2	Experience in conducting assignments similar to 3.2.2 i.e. task 2 of the RFP: <ul style="list-style-type: none"><li>• Maximum marks will be given to the maximum number of relevant assignment.</li></ul>	20
1.3	Experience in conducting assignments similar to 3.2.3 i.e. task 3 of	20

	<p>the RFP:</p> <ul style="list-style-type: none"> <li>Maximum marks will be given to the maximum number of relevant assignment.</li> </ul>	
<b>2.</b>	<b>Work Plan and Methodology</b>	<b>25</b>
2.1	<p>Understanding of the objectives of RFP and Efficiency of Work plan/ Methodology.</p> <ul style="list-style-type: none"> <li>Committee will review methodology in detail and will award score as per nearness of Consultant(s) methodology with requirements of the Client, as understood by committee.</li> </ul>	15
2.2	<p>Number of relevant experts assigned by the Consultant for conducting the individual tasks as below:</p> <ol style="list-style-type: none"> <li>Development of Outside Plant Code for Telecom services.</li> <li>Developing standards for In-Building Telecom Cabling</li> <li>Development of guidelines for the use of Utility Infrastructure for telecommunication services.</li> </ol>	6
2.3	<p>Presentation of the proposal:</p> <ol style="list-style-type: none"> <li>All documents should be in correct sequence (including page numbers) and separated through identification.</li> </ol>	4
<b>3.</b>	<b>Relevance and Competence of the Key Staff</b>	<b>15</b>
<b>3.1</b>	<b>Task 1 of RFP i.e. 3.2.1</b>	<b>5</b>
3.1.1	<b>Technical Expert</b>	<b>3</b>
	<p>Experience (along with the details of the projects) relevant to 3.2.1 of this RFP for which the Consultant was engaged, to provide input on similar assignments like provision of consultancy/ advisory services in ICT sector with strong emphasis on review/ formulation of codes for provision of telecom services through outside plant. Experience in Right of way planning etc.</p>	
3.1.2	<b>Legal /Regulatory/ Policy Expert</b>	<b>1</b>
	<p>Experience (along with the details of the projects) relevant to 3.2.1 of this RFP for which the Consultant was engaged, to provide input on similar assignments like development of effective legal regulatory instruments i.e. codes, standards, guidelines, dispute settlements, litigation &amp; regulatory issues.</p>	
3.1.3	<b>Telecom Economist/ Commercial Expert</b>	<b>1</b>
	<p>Experience (along with the details of the projects) relevant to 3.2.1 of this RFP for which the Consultant was engaged, to provide input on similar assignments like providing input on commercial/ economic matters of telecom industry including issues related to commercial practices for RoW issues, advisory</p>	

	on pricing methodology, interconnection, advisory on the regulations and management of RoWs;	
<b>3.2</b>	<b>Task 2 of RFP i.e. 3.2.2</b>	<b>5</b>
3.2.1	<b>Technical Expert</b>	<b>4</b>
	Experience (along with the details of the projects) relevant to 3.2.2 of this RFP for which the Consultant was engaged, to provide input on similar assignments like provision of consultancy/ advisory services in ICT sector with strong emphasis on review/ formulation of codes/ standards for telecommunication cabling inside the buildings.	
3.2.2	<b>Legal /Regulatory/ Policy Expert</b>	<b>1</b>
	Experience (along with the details of the projects) relevant to 3.2.2 of this RFP for which the Consultant was engaged, to provide input on similar assignments like development of effective legal regulatory instruments i.e. codes, standards, guidelines, dispute settlements, litigation & regulatory issues.	
<b>3.3</b>	<b>Task 3 of RFP i.e. 3.2.3</b>	<b>5</b>
3.3.1	<b>Technical Expert</b>	<b>3</b>
	Experience (along with the details of the projects) relevant to 3.2.3 of this RFP for which the Consultant was engaged, to provide input on similar assignments like provision of consultancy/ advisory services in ICT sector with strong emphasis on review/ formulation of guidelines/ standards for provision of telecom services by using utility infrastructure. Experience in Right of way planning etc.	
3.3.2	<b>Legal /Regulatory/ Policy Expert</b>	<b>1</b>
	Experience (along with the details of the projects) relevant to 3.2.3 of this RFP for which the Consultant was engaged, to provide input on similar assignments like development of effective legal regulatory instruments i.e. codes, standards, guidelines, dispute settlements, litigation & regulatory issues.	
3.3.3	<b>Telecom Economist/ Commercial Expert</b>	<b>1</b>
	Experience (along with the details of the projects) relevant to 3.2.3 of this RFP for which the Consultant was engaged, to provide input on similar assignments like providing input on commercial/ economic matters of telecom industry including issues related to commercial practices for RoW issues, advisory on pricing methodology, interconnection, advisory on the regulations and management of RoWs;	

**Note: All supporting documents including contracts/agreements, completion certificates etc., to be attached with technical proposal**

5.2.3. Consultant obtaining minimum of 50 marks in Technical Proposal shall be considered as qualified ; and

5.2.4. Technical Proposal shall be marked as per following formula:  
**(70 % x marks obtained)**

### **5.3. Evaluation of Financial Proposals**

5.3.1. After Technical Proposal evaluation is completed, the Client shall notify the Consultant(s) whose proposals did not meet the minimum qualifying (50) marks or were considered nonresponsive to the RFP and Terms of Reference, their Financial Proposals will be returned unopened, after completing the selection process. The Client shall simultaneously notify qualified (as stated in 5.2.2 of RFP) Consultant (s), 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's 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(s) authorized representative(s) 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 contract shall be awarded to the Consultant obtaining the highest aggregate 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. Contract Negotiations**

6.1. Negotiations will include a discussion on the Technical Proposal, the proposed methodology (work plan), adequacy of experts and special conditions of the contract in line with the provisions of Regulation 10 of Procurement of Consultancy Services Regulations, 2010 and Rule 40 of the Public Procurement Rules, 2004 available at <https://www.ppra.org.pk/>.

## **7. Award of Contract**

7.1. **Commencement of Assignment:** The contract will be awarded following the contract negotiations, if required. The assignment is expected to commence immediately upon Effective Date of Contract signature.

### **7.2. The Client's Rights with respect to 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 about awarded the contract;

- 7.2.2. **Bid Validity:** Bids must remain valid for Six (06) months 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. The payment, however, will be made after deduction as per all applicable clause including clauses for tax. 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 33 and 38 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 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 cancel the contract with the selected Consultant in part or in whole at any time if in the opinion of the Client it is necessary or expedient in the public interest. The decision of the Client shall be final and binding in this regard. Also the Client shall not be responsible for any damage or loss caused or arising out of aforesaid action.
- 7.2.7. For interpretation of any para of this RFP, the decision of the Client would be final and binding on the Consultant.

### 7.3. Bank Guarantees:

- 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. For the purpose of PBG , the bid/contract price will mean the total bid amount as provided in clause Annex II A. Foreign Banks operating in Pakistan have a different rating system. 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 its own letter head, 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, from a bank having credit rating of at least AA+. 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 successful Consultant, upon completion of process. The successful Consultant will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the Letter of Intent.

**7.5. Conflict of Interest**

**7.5.1.** 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. The 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;

**7.6. Integrity Pact:** An 'Integrity Pact' has to be signed by the selected Consultant. Format of the Integrity Pact is placed at Annexure III.

**List of Technical Proposal Forms**

- Annexure I.A Covering Letter (To be placed in Main Envelope)**
- Annexure I.B The Consultant Firm`s References**
- Annexure I.C Suggestions and Facilities**
- Annexure I.D Methodology and Work Plan**
- Annexure I.E Team Composition and Task Assignments**
- Annexure I.F CVs of Professional Staff**
- Annexure I.G Details of Consultancy Projects**

**Annexure I.A**

**Covering Letter**

[Location, Date]

To:

**Director General (Strategy & Development)**

Pakistan Telecommunication Authority

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

Sir,

I/We, the undersigned, offer to provide the consulting services on broad technical, legal and commercial / financial issues of PTA, in accordance with your Request for Proposal and our Proposal. I/We hereby submit our Proposal, which includes separately sealed **Technical Proposal** and **Financial Proposal** in a sealed envelope.

I/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], I/we undertake to negotiate on the basis of our proposal. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

I/We understand you are not bound to accept our Proposal.

Yours,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Cell:

Tel:

Fax:

Email:

**Annexure I.B**

**The Consultant Firm's References**

- 1. Brief description of Consultant's organization**
- 2. Relevant Consultancy Services Carried Out**

All items mentioned in the ToR at clause No. 3 of RFP shall be responded. Using the format below, provide information on each assignment for which your expert/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>		
Country:		Location within Country
Name of Client:		Address of Client:
Start Date (Day Month/Year):	Completion Date (Day Month/Year):	Approx. Value of Services (in US\$):
Narrative Description of Project:		
Implementation status of the assignment.		
<b>If Assignment was carried out by applicant Firm/ Entity</b>		
No. of Professional Staff Provided by Your Firm/Entity(attach profiles of each):		No. of Staff-Months; Duration of Assignment:
Functions performed by your staff:		
Name of Associated Consultants, If Any:		Number of Months of Professional Staff Provided by Associated Consultants:
Functions Performed by associated Consultant		Name of Senior Staff (Project Director/Coordinator, Team Leader) directly involved, from associated

		Consultants.
Description of <u>Actual</u> Services Provided by Your Staff:		
<b>If Assignment was carried out by Expert(s) who are now Engaged by the Applicant Firm</b>		
Name of the Expert(attach profile)		Duration of Assignment:
Description of functions performed during assignment:		
Company of association of Expert, during the assignment(if any)		

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

**Comments on ToR and Facilities Needed**

**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.

Note: Additional sheets may be attached if required.

**Methodology and Work Plan**

**Description of the Methodology and Work Plan for Performing the Assignment**

---

(To be filled in by the Consultant)

Note: Additional sheets may be attached if required.

**Team Composition and Task Assignments**

<b>1. Experts [Technical, Legal, Regulatory, Accounting, Receivable Financial, Commercial Issues, etc.]</b>			
Name	Position	Task	Experience
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Note: Additional sheets may be attached if required.

**CVs of Professional Staff**

**Format of Curriculum Vitae (CV) for Proposed Professional Staff**

**(It should be completed for each team member)**

Role in Consultancy:

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

**Key Qualifications:**

*[Give an outline of staff member's experience and training(s) most relevant to assigned tasks. 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.]*

\_\_\_\_\_

**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, 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.

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

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

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

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

**Details of Consultancy Projects**

**Details of Consultancy Project(s) which have already been carried out by the Consultant**

**LIST OF FINANCIAL PROPOSAL FORMS**

- A. Financial Proposal Submission Forms
- B. Performance Bank Guarantee Forms
- C. Corporate Bank 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,

I/We, the undersigned, offer to provide the ***Consultancy Services on Use of Outside Plant, In-Building Cabling And Utility Infrastructure, For Telecommunication Services***, 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 all applicable taxes in Pakistan.

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].

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:

**Performance Bank Guarantee Form**

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") who has entered into CONTRACT No. *[S&D 83/2019]* dated *[insert date]* with Pakistan Telecommunication Authority (hereinafter called the "Client"), for the provision of Consultancy on ***Use of, Outside Plant, In-Building Cabling And Utility Infrastructure for Telecommunication Services*** (hereinafter called "the CONTRACT").

Furthermore, we understand that, according to the conditions of the CONTRACT, a performance guarantee in the sum of *[US \$ amount in figures]* *[US Dollar amount in words only]* (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 *[amount in figures]* (*[Rupees amount in words 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" is in breach of their obligations under the CONTRACT.

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

*Endorsed and guaranteed by Commercial Bank in Pakistan*

*Bank Stamp & 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+.*

**CORPORATE GUARANTEE FOR PERFORMANCE BANK GUARANTEE**

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

**Date:** Day Month 20xx

1. We Name of the consultant (hereinafter called the "Consultant") have entered into CONTRACT No. xxxxxxxx dated day month 20xx with Pakistan Telecommunication Authority (hereinafter called the "Client"), for the provision of services for consultancy on Use of Outside Plant, In-Building Cabling And Utility Infrastructure, For Telecommunication Services (hereinafter called "the CONTRACT").

2 We understand that, according to the conditions of the CONTRACT, a performance bank guarantee in the sum of US\$ \_\_\_\_\_/- (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 completion of the contract or the final payment whichever is later

For and on behalf of Consultant

*Name of the Consultant*

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

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

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

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

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

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

**Witnesses:**

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

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

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

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

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

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

**Annexure III**

**CONTRACT AGREEMENT**

**CONSULTANCY FOR  
USE OF OUTSIDE PLANT, IN-BUILDING CABLING And UTILITY  
INFRASTRUCTURE, FOR TELECOMMUNICATIONS SERVICES**

Between

Pakistan Telecommunication Authority (PTA)

and

---

Name of Consultant

\_\_\_\_\_, 20xx

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

## I. Form of CONTRACT

This CONTRACT, for procuring and providing Consultancy services for Use of Outside Plant, In-Building Cabling and Utility Infrastructure for Telecommunication Services (hereinafter called the "CONTRACT"), , is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20xx at Islamabad Pakistan, by and between, on the one part 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 administrators in the office and assigns) and on the other part \_\_\_\_\_ (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) and both the parties jointly and collectively may be referred to as the "PARTIES".

WHEREAS,

- (a) the Client has requested the Consultant to provide all consulting services required for effective discharge of the duties and the deliverables (hereinafter called the "SERVICES") as defined in this CONTRACT, Appendix-A attached hereto and as provided in the RFP as an integral part thereof;
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise, experience, personnel and technical resources, has agreed to provide the Services on the terms and conditions as set forth in this CONTRACT, Appendix A attached hereto and the RFP;

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) General Conditions of contract;
  - (b) Appendix A: Description of Services
  - (c) Appendix B: Reporting Requirements
  - (d) Appendix C: Key Personnel
  - (e) Appendix D: Form of Performance Bank Guarantee
  - (f) Appendix E: Integrity Pact
  - (g) Appendix F: Project Work Plan
  - (h) 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 TORs 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 as an integral part; and
- (b) the Client shall make payments to the Consultant(s) in accordance with the provisions of the 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: \_\_\_\_\_, PTA

**Witnesses:**

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

**For and on behalf of Consultant**

\_\_\_\_\_

Name: \_\_\_\_\_

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

**Witnesses:**

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL CONDITIONS (GC)

<b>1.1 Definitions</b>	<p>Unless the context otherwise suggests:</p> <p>(a) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan from time to time.</p> <p>(b) “CONTRACT” means the CONTRACT signed by the Parties and all the attached documents listed in its Clause 1, i.e. the General Conditions (GC), the Special Conditions (SC), and the Appendices.</p> <p>(c) “CONTRACT Price” means the total price to be paid for the performance of the SERVICES, in accordance with Clause 6;</p> <p>(d) “Effective Date” means the date on which this CONTRACT comes into force and effect pursuant to Clause 2.1 of GC.</p> <p>(e) “GC” mean the General Conditions of this CONTRACT.</p> <p>(f) “Federal Government” means the Ministry of Information Technology &amp; Telecommunications, Pakistan.</p> <p>(g) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.</p> <p>(h) “Personnel” means and includes qualified professional experts in their field respectively for the performance of the SERVICES or any part thereof.</p> <p>(i) “RFP” means the ‘Request for Proposal’ issued by the Client on _____, 20xx for hiring of the Consultant for Use of Outside Plant, In-Building Cabling And Utility Infrastructure, for Telecommunication Services.</p> <p>(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.</p>
<b>1.2 Law Governing CONTRACT</b>	<p>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.</p>
<b>1.3 Language</b>	<p>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.</p>
<b>1.4 Notices</b>	

<p><b>1.4.1</b></p>	<p>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 in the SC given in Part III Appendix, 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.</p> <p>Any notice shall be deemed to have been given:</p> <ul style="list-style-type: none"> <li>i. on the day it is delivered, if delivered by hand;</li> <li>ii. the day it is sent, if sent by facsimile, e-mail or telex;</li> <li>iii. 5 days after the date of posting, if sent by registered post/courier.</li> </ul> <p>The addresses are:</p> <p>Client: Pakistan Telecommunication Authority, PTA Head Quarters Building, F-5/1, Islamabad, Pakistan.</p> <p>Attention: DG (Strategy &amp; Development), PTA</p> <p>Tel : +92-51-2878159</p> <p>Facsimile: +92-51-2878120</p> <p>E-mail: <a href="mailto:telecominfrastructure@pta.gov.pk">telecominfrastructure@pta.gov.pk</a></p> <p>Consultant: _____</p> <p>ADDRESS: _____</p> <p>Authorized Representative: _____</p> <p>Attention: _____</p> <p>Tel: + _____</p> <p>Cell: _____</p> <p>—</p> <p>Facsimile: + _____</p> <p>E-mail: _____</p> <p>—</p>
<p><b>1.5 Location</b></p>	<p>i. 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</p>

	<p>the Client may require or approve. At minimum the consultant may specify two to three visits for rendering services with regards 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, however, in case of any unforeseen circumstances, if the client cannot visit physically, the local partner, with mutual understanding and approval of the parties, shall provide the deliverables under supervision of consultant, and arrange video conferences of the client with the consultant. The physical visits shall be the preferred choice, in normal circumstances.</p>
<p><b>1.6 Authorized Representatives</b></p>	<p>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:</p> <p>For the Client: -----</p> <p>For the Consultant:</p> <p>1. _____,                      2. _____</p>
<p><b>1.7 Taxes and Duties</b></p>	<p>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 agreement and accordingly the invoices generated on those will be inclusive of taxes, duties, fees, levies and other impositions imposed by the Government of Pakistan. Client confirms that the only tax which it is required to deduct from payments to Consultant is withholding tax and that the amount of any deductions will not exceed <b>xx%</b>. <b><i>(To be decided at signing of contract)</i></b></p> <p>The Consultant shall be liable to pay all taxes and duties in accordance with the laws of Islamic Republic of Pakistan.</p>

<p><b>1.8 Fraud and Corruption</b></p>	<p>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 or any of its employee 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 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.</p>
<p><b>1.8.1 Definitions</b></p>	<p>For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:</p> <ul style="list-style-type: none"> <li>(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</li> <li>(ii) “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;</li> <li>(iii) “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;</li> <li>(iv) “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;</li> <li>(v) “obstructive practice” is <ul style="list-style-type: none"> <li>(a) 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</li> <li>(b) acts intended to materially impede the Client’s inspection and audit rights provided for under Clause 3.8.</li> </ul> </li> <li>(vi) “Continued Delaying practice” is a practice observed by the Client whereby the Consultant is found deliberately delaying the</li> </ul>

	deliverables as identified in the RFP/CONTRACT when compared against the services timeline of the RFP/CONTRACT.
<b>1.8.2 Measures to be Taken</b>	<p>The Client:</p> <ul style="list-style-type: none"> <li>(i) 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;</li> <li>(ii) 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;</li> </ul>
<b>1.9.</b>	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.
<b>1.10.</b>	Any reference in this Contract to the singular shall include reference to the plural and vice versa unless the context otherwise requires.
<b>1.11.</b>	References to clauses and Appendices are references to clauses and Appendices to this Contract, unless the context otherwise requires.
<b>1.12.</b>	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.
<b>1.13.</b>	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**

<p><b>2.1 Effectiveness of CONTRACT</b></p>	<p>The Commencement date of this CONTRACT Shall be the date of execution of this contract.</p> <p>The Effective Date is _____, 20xx.</p>
<p><b>2.2 Commencement of Services</b></p>	<p>The Services shall be commenced by the Consultant on the Effective Date and shall subject to termination as provided below, continue during the terms of the Contract</p>
<p><b>2.3 Expiration of CONTRACT</b></p>	<p>The time period for completion of the services shall be 150 working days (as defined in <b>Appendix F</b>) from the contract signing date 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.</p> <p>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.</p>
<p><b>2.4 Modifications or Variations</b></p>	<p>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.</p>
<p><b>2.5 Force Majeure</b></p>	
<p><b>2.5.1 Scope of Force Majeure</b></p>	<p>For the purposes of this CONTRACT, "Force Majeure" means an event which is beyond the reasonable control of a Party, including but not limited to 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 (<i>hereinafter referred to as "Event"</i>), 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.</p>
<p><b>2.5.2 No Breach of</b></p>	<p>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</p>

<b>CONTRACT</b>	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
<b>2.5.3 Extension of Time</b>	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.
<b>2.6 Termination</b>	
<b>2.6.1 By the Client</b>	<p>The Client, in the following circumstances may terminate this contract by giving a notice in writing, for a period of fifteen (15) days unless otherwise required :</p> <ul style="list-style-type: none"> <li>(a) if the Client is not satisfied with the standard of any part of the Consultancy Service performed by the Consultant ( or any third party engaged by it to assist in the provision of the Consultancy Services), it may by written notice require the Consultant to remedy any defective work within 15 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.</li> <li>(b) If the Consultant becomes insolvent or bankrupt.</li> <li>(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.</li> <li>(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) days.</li> <li>(e) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</li> <li>(f) If the Client, in its sole discretion and for any reason</li> </ul>

	<p>whatsoever, decides to terminate this CONTRACT.</p> <p>(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 Consultancy Services under this CONTRACT, the Client may terminate this CONTRACT upon 15 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 Consultancy Services performed up to the date of such termination.</p>
<p><b>2.6.2 By the Consultant</b></p>	<p>The Consultant, by giving a notice in writing, may terminate this CONTRACT, by not less than fifteen (15) 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:</p> <p>(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.</p> <p>(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) days.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p>
<p><b>2.6.3 Payment upon Termination</b></p>	<p>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 GC6 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.</p>

<p><b>2.6.4 Liquidated Damages</b></p>	<p>If the Consultant fails to perform under 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:</p> <ul style="list-style-type: none"> <li>i. 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.</li> <li>ii. 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.</li> </ul>
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**3. OBLIGATIONS OF THE CONSULTANT**

<p><b>3.1 General</b></p>	
<p><b>3.1.1 Standard of Performance</b></p>	<p>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.</p>
<p><b>3.2 Conflict of Interests</b></p>	<p>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.</p>
<p><b>3.2.1 Consultant not to Benefit from Commissions, Discounts, etc.</b></p>	<p>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</p>

	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).
<b>3.2.2 Consultant and Affiliates not to be otherwise interested in Project</b>	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.
<b>3.3 Confidentiality</b>	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.
<b>3.4 Insurance to be Taken Out by the Consultant</b>	<p>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.</p> <p>The risks and the coverage shall be: Professional Liability for an amount not less than the CONTRACT Price.</p> <p>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.</p>
<b>3.5 Consultant's Actions Requiring Client's Prior Approval</b>	<p>The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> <li>(a) entering into a subcontract for the performance of any part of the Services,</li> <li>(b) appointing such members of Personnel, in addition to and not listed by name in Appendix C, and</li> <li>(c) The Consultant shall not provide Consultancy Services of similar nature to any telecom operator of Pakistan, including its parent, subsidiaries or associates in Pakistan, for at least one year from</li> </ul>

	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.
<b>3.6 Reporting Obligations</b>	<p>(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).</p> <p>(b) Final reports shall be delivered on CD ROM and USB in addition to the hard copies specified in said Appendix.</p>
<b>3.7 Documents Prepared by the Consultant to be the Property of the Client</b>	<p>(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.</p> <p>(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.</p>
<b>3.8 Accounting, Inspection and Auditing</b>	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.
<b>3.9 Integrity Pact</b>	The Consultant shall sign an 'Integrity Pact' in the form as set forth in <b>Annex-V</b> of the RFP.

#### 4. CONSULTANT'S PERSONNEL

<b>4.1 Description of</b>	The Consultant shall employ and provide such qualified and
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<b>Personnel</b>	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 <b>Appendix C</b> . The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the Client.
<b>4.2 Removal and/or Replacement of Personnel</b>	<p>(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.</p> <p>(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.</p> <p>(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p> <p>(d) All Personnel of the Consultant as per the Consultant proposal shall have a valid passport and visa in order to travel to Pakistan.</p>

**5. OBLIGATIONS OF THE CLIENT**

<b>5.1 Assistance and Exemptions</b>	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.
<b>5.2 Change in the Applicable Law related to taxes and duties</b>	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.
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## 6. PAYMENTS TO THE CONSULTANT

<b>6.1 Lump-Sum Payment</b>	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.
<b>6.2 CONTRACT Price</b>	(a) Total Contract price inclusive of all taxes, duties, fees, levies, and other charges imposed under the applicable law in Pakistan is US\$ _____/- only).
<b>6.3 Payment for Additional Services</b>	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.
<b>6.4 Terms and Conditions of Payment</b>	<p>i. Payments shall be made to the Consultant in accordance to the following schedule:</p> <ol style="list-style-type: none"> <li>a. Ten percent (10 %) of the CONTRACT price shall be paid upon approval of deliverable at 3.3.1 of RFP;</li> <li>b. Ten percent (10%) of the CONTRACT price shall be paid on approval of deliverable at 3.3.2 of RFP ;</li> <li>c. Ten percent (10%) of the CONTRACT price shall be paid after approval deliverable at 3.3.3 of RFP;</li> <li>d. Ten percent (10%) of the Contract price shall be paid upon approval of the deliverable at 3.3.4 of RFP;</li> <li>e. Ten percent (10%) of the CONTRACT price shall be paid upon approval of deliverable at 3.3.5 of RFP;</li> <li>f. Ten percent (10%) of the CONTRACT Price shall be paid after approval of deliverable at 3.3.6 of RFP;</li> <li>g. Ten percent (10%) of the CONTRACT Price shall be paid after approval of deliverable at 3.3.7 of RFP;</li> <li>h. Ten percent (10%) of the CONTRACT price shall be paid upon</li> </ol>

	<p>approval of deliverable at 3.3.8 of RFP;</p> <ul style="list-style-type: none"><li>i. Ten percent (10%) of the Contract price shall be paid upon approval of deliverable at 3.3.9 of RFP;</li><li>j. Ten percent (10%) of the CONTRACT Price shall be paid after approval of deliverable at 3.3.10 of RFP;</li></ul> <p>ii.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.</p> <p>iii.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. 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.</p> <p>iv.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 Consultancy. Such guarantee shall be in the form set forth in Appendix E 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.</p> <p>v.All payments shall be made on submission of a written invoice on Company's letter head duly signed by the Authorized representative 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.</p>
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<b>6.5 Remedial Work and Payments</b>	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.
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**7. GOOD FAITH**

<b>7.1 Good Faith</b>	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.
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**8. GENERAL**

<b>8.1 Amicable Settlement of Disputes</b>	All disputes shall be settled between the parties amicably through negotiation and discussion
<b>8.2 Dispute Resolution</b>	<p>In the event of any question, dispute or difference arising under this Contract in connection (except as to matters, the decision to which is specifically provided under this agreement) that cannot be settled amicably within fifteen (15) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party, the same shall be referred to sole arbitration of the Federal Government of Pakistan, (<i>hereinafter referred to as "the Arbitrator"</i>) however, if the Federal Government of Pakistan is unable or unwilling to act as such, 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;</p> <p>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;</p> <p>The venue of the arbitration proceeding shall be the office of the Client or such other place as the Arbitrator may decide; and</p>

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.

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.

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**8.3 Entire Agreement**

This Contract is complete and constitutes the entire agreement and understanding between the parties with respect to the Consultancy 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 Agreement.

**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.

APPENDIX A OF ANNEXURE III

DESCRIPTION OF SERVICES

**1. Objectives of Consultancy**

- 1.1. To design an outside plant code, for inclusion of telecommunication network facilities, in line with clause 7.2 of Telecom Policy 2015, which will include, but not limited to the following:
  - a) To develop 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.
  - b) That the construction of telecommunications ducts to be included in the specification for any road or railway construction or rebuilding program.
  - c) 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.
  - d) The 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. However, the tariff for the use of such infrastructure will be determined in manner equivalent to that for rights of way. The consultant must also determine the suitable standards and/ incentives to spur commercial fiber deployment for telecommunication networks.
  - e) 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.
- 1.2. To identify standards for in-building telecommunication cabling, in line with clause 7.3 of Telecom Policy 2015, which will include, but not limited to:
  - a) Technical specification for in-building telecommunication cabling for new and existing commercial, non-commercial buildings including single story, multi-story, residential and industrial premises, in line with international best practices.
  - b) Guidelines for drawing telecom cable layouts for commercial, non-commercial buildings including, single story, multi-story, residential and industrial units/premises etc. Also recommend to introduce and promote neutral host infrastructure deployment model in buildings.
  - c) Safety Standards including but not limited to adequate separation of electrical wiring from telecom cabling and insulation for fire safety, etc.
  - d) Propose a way forward/process, to disseminate such standards to relevant implementing bodies, and recommendations on the telecommunication cabling standards be part of any of the prevailing standards/codes/guidelines or frameworks for buildings.
- 1.3. Recommend guidelines for use of utility infrastructure i.e. electricity network, water and gas and other pipelines, to provide Rights of Way and in some cases infrastructure, to

telecommunication operators, in line with clause 7.4 of Telecom Policy 2015, which shall include but not limited to the following:

- a) Standard processes and terms/ conditions on which the telecom operators may use utility infrastructure to provide rights of way; the specifications for the use of such infrastructure, including the safety measures and the arbitration processes for instances of any dispute.
- b) Standards and guidelines for governing/preparing, i.e. installation, modification or replacement, for the attachment of telecom equipment to utility poles/ towers in order to promote deployment of small/ micro cells.
- c) Standard processes and terms/ conditions for using the communication infrastructure owned and operated by utility infrastructure owners, for telecommunication services and technical specifications for using this infrastructure. Propose a tariff for such use.
- d) The Consultant will consult with owners of utility infrastructure over specific proposals for an economic pricing methodology for calculation of cost of rights of way and propose calculation mechanism.
- e) Propose a way forward/process, to disseminate the proposed guidelines to the relevant implementing bodies.

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

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

### **2.1. Task-1 Outside Plant Code**

The Consultant shall identify the current market assessment for use of Outside Plant for telecommunication services, in line with 3.2.4 of RFP and in accordance with the provisions of clause 7.2 of Telecom Policy 2015. For this, he shall consult with relevant stakeholders including but not limited to Pakistan Engineering Council and the relevant ministries/authorities for roads and railways etc., including the relevant ministries and departments in the provincial governments, cantonment boards and development Authorities/ municipalities of five(5) major cities, including Islamabad, Peshawar, Lahore, Karachi, and Quetta, and develop an outside plant code for roads and footpaths to endure ducts and access points for telecom networks. The code must include at least the following:

- a. Ensures that ducts and associated access points are provided in new roads, footpaths and railway tracks.
- b. The code will provide specification for ducts to carry telecommunication cabling including any necessary power (related) 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 also be required to determine the terms and conditions on which ducts and voids/spaces are provided to telecommunication license holders, taking in account the need to stimulate and facilitate the provision of telecommunication infrastructure.
- d. The tariff for the use of such infrastructure will be determined in manner equivalent to that for rights of way, also considering the expense/ cost involved in construction of ducts. The building cost 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.

- e. Propose a way forward/process, in view of all applicable laws to disseminate the code to all relevant bodies to adopt the code.
- f. The consultant must also determine, after consultation with the telecom operators, the suitable standards and/or incentives to spur commercial fiber deployment for telecommunication networks.

## **2.2. Task-2 In-Building Telecom Cabling**

The Consultant shall identify the current scenario of telecommunication cabling inside the buildings, in line with 3.2.4 of RFP and develop the standards for in-building telecom cabling in light of clause 7.3 of Telecom Policy 2015. For this, the Consultant shall liaison with the relevant stakeholders including but not limited to Pakistan Engineering Council and the stakeholders from telecommunication sector. The standards must at least include:

- a. Technical specification for in-building telecommunication cabling for new and existing commercial, non-commercial buildings including single story, multi-story, residential and industrial premises, in line with international best practices.
- b. Guidelines for drawing telecom cable layouts for commercial, non-commercial buildings including, single story, multi-story, residential and industrial units/premises etc. Also the guidelines to introduce and promote neutral host infrastructure deployment model in buildings. Also the guidelines to introduce and promote neutral host infrastructure deployment model in buildings.
- c. Safety Standards including but not limited to adequate separation of electrical wiring from telecom cabling and insulation for fire safety, etc.
- d. Propose a way forward/process, to disseminate such standards to relevant implementing bodies, and recommendations on the telecommunication cabling standards be part of any of the prevailing standards/codes/guidelines or frameworks for buildings.

## **2.3. Task-3 Use of Utility Infrastructure:**

The Consultants shall identify the current scenario of (i) the use of physical utility infrastructure for granting rights of way and (ii) the use of self-owned communication infrastructure laid down by utility owners for telecommunications, in line with 3.2.4 of RFP. The Consultant shall liaise with the relevant stakeholders including but not limited to the owners/ authorities of the electricity networks, water & gas pipelines and the stakeholders from telecommunication sector. The Consultant shall develop the guidelines for use of utility infrastructure for telecommunications, in the light of 7.4 of Telecom Policy 2015, which must at least include but not limited to the following:

- a. Standard processes and terms/ conditions on which the telecom operators may use utility infrastructure to provide rights of way; the specifications for the use of such infrastructure, including the safety measures and the arbitration processes for instances of any dispute.
- b. Standards and guidelines for governing/preparing, i.e. installation, modification or replacement, for the attachment of telecom equipment to utility poles/ towers in order to promote deployment of small/ micro cells.

- c. Standard processes and terms/ conditions for using the communication infrastructure owned and operated by utility infrastructure owners, for telecommunication services and technical specifications for using this infrastructure. Propose a tariff for such use.
- d. The Consultant will consult with owners of utility infrastructure over specific proposals for an economic pricing methodology for calculation of cost of rights of way and propose calculation mechanism.
- e. Propose a way forward/process, to disseminate the proposed guidelines to the relevant implementing bodies.

**2.4.** For completion of the above tasks, the Consultant will take into account the following:

- a. Consultation with relevant stakeholders for market information, challenges and potential regulatory landscape, for in-depth analysis and assessment of current scenario.
- b. Study International best practices of at least Five (05) case studies including the developed and developing countries from Europe and Asia.
- c. Study of gap analysis of local and international practices. This may include but not limited to the following,
  - i. Review and consider international best practices;
  - ii. Identification of gaps between existing local practices and modern and emerging international practices/ frameworks;
  - iii. Mapping of international and emerging regulatory arrangements and recommendations for the Pakistani market.
  - iv. Impact of such arrangements, including but not limited to financial impact, ease of doing business, industry growth, and network expansion etc. w.r.t. provision of telecom services.
- d. Study prevailing/existing codes/ standards/ frameworks for other services, prescribed by relevant bodies including but not limited to PEC and ensures that the prescribed standards shall be in tandem with these codes/ standards/ frameworks/ guidelines

### **3. Deliverables**

The specific deliverables as per the timelines mentioned in Appendix F of Annex III of this contract agreement are given below:

- 3.1.** Submission of a comprehensive report on market assessment of use of Outside Plant, on the basis of analysis and consultation with stakeholders as mentioned at 3.2.4 (a)-(d) of RFP, and presentation to Client.
- 3.2.** Submission of an advisory code for Outside plant, in line with 3.2.1 (a)-(d) of RFP, for approval by the Client.

- 3.3.** Submission of a Final report on 3.2.1 (Task 1) of RFP, including the way forward to disseminate the proposed outside plant code, in line with 3.2.1 (e) of RFP, and also the proposed standards and/or incentives to spur commercial fiber as per 3.2.1 (f) of RFP, for approval by Client and presentation to Client.
- 3.4.** Submission of a comprehensive report on market assessment for in-building cabling, on the basis of analysis and consultation with stakeholders as mentioned at 3.2.4 (a)-(d) of RFP, and presentation to Client.
- 3.5.** Submission of comprehensive standards for in-building telecommunication cabling, as per 3.2.2(a)-(c) of RFP, for approval by the Client.
- 3.6.** Submission of a Final report on 3.2.2 (Task 2) of RFP, including a way forward to disseminate the proposed in-building telecom cabling standards, in line with 3.2.2 (d) of RFP, for approval by Client and presentation to Client.
- 3.7.** Submission of a comprehensive report on market assessment for use of utility infrastructure, on the basis of analysis and consultation with stakeholders as mentioned at 3.2.4 (a)-(d) of RFP, and presentation to Client.
- 3.8.** Submission of comprehensive guidelines, in consultation with relevant owners, for the use of utility infrastructure for telecommunication services, as per 3.2.3(a)-(c) of RFP, for approval by Client.
- 3.9.** Submission of comprehensive report on pricing methodology to provide Rights of Way through Utility Infrastructure, in line with 3.2.3(c) of RFP, for approval by Client.
- 3.10.** Submission of a Final report on 3.2.3 (Task 3) of RFP, including the way forward to disseminate the proposed guidelines to the relevant stakeholders and also to promote the use of such infrastructure, in line with 3.2.3 (d) of RFP, for approval by Client and presentation to Client.

**APPENDIX B OF ANNEXURE III**

**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 Report of a deliverable shall be considered final, after it has been accepted by the Client. It shall be submitted both in the hard (print) form and soft copies, and simulation models, if any.
- d. The Consultant shall submit 5 copies of the Final Report(s) at the completion of each task along with soft copies including business and / or econometric model if any developed or used, during the consultancy.
- e. As and when required, during the consultancy, Power Point presentations may be required to be made.
- 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 and Civic authorities and agencies that have right of way oversight in context of outside plant, including those responsible for electrical power, gas, and water transmission/ distribution, and the responsible bodies for in- building cabling.

**APPENDIX C OF ANNEXURE III  
KEY PERSONNEL**

APPENDIX D OF ANNEXURE III  
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 on ' Use of Outside Plant, In-Building Cabling And Utility Infrastructure, for Telecommunication Services'** (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]

Endorsed and guaranteed by Commercial Bank in Pakistan

*[Bank Stamp & 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 TWELVE (12) MONTHS FROM THE CONTRACT SIGNING DATE OF THE CONSULTANCY**

## APPENDIX E OF ANNEXURE III

## INTEGRITY PACT

**GENERAL**

This pre-contract Agreement (hereinafter called the "Integrity Pact") is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20XX, between, Pakistan Telecommunication Authority (PTA) (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 and both parties jointly and collectively may be referred to as the "PARTIES".

**WHEREAS the Client** proposes to procure **Consultancy services for Use of Outside Plant, In-Building Cabling and Utility Infrastructure, for Telecommunication Services**, *the* Consultant is willing to offer/has offered the services.

WHEREAS the Consultant is a Consultant/Consulting Firms/Consortium etc recognized under the applicable relevant Laws, in the subject matter and the Client is a body corporate established by a federal statute i.e. Pakistan Telecommunication (Re-organization) Act, 1996 ("the Act").

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:**

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 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.
- 3.2 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.

- 3.3 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.
- 3.4 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.
- 3.5 The Consultant will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.6 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.
- 3.7 The Consultant commits to refrain from lodging any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.8 The Consultant shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.9 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.
- 3.10 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.
- 3.11 The Consultant undertakes to maintain complete confidentiality of all the information, facts, proceedings, decisions, and documents etc. of this consultancy. And also undertake that the information contained in the submitted proposal and all documents provided, are true and accurate.

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

- 4.1 The Consultant declares that no previous transgression occurred in the last five years immediately 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 of 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:-

- (i) 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.
- (ii) 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.
- (iii) To immediately cancel the Contract, if already signed, without giving any compensation to the Consultant.
- (iv) 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).
- (v) To encash the performance bond furnished by the Consultant, in order to recover the payments, already made by the Client, along with interest.
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) 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.
- (x) 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(i) to (x) 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.

**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 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 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**

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.

**a. Validity**

- i. 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 six months from the date of the signing of the CONTRACT.
  - ii. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- b. The parties hereby agree and sign this integrity Pact at Islamabad Pakistan on\_\_\_\_\_.

**Client  
Authorized Representative**

Witnesses

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

\_\_\_\_\_

Designation \_\_\_\_\_

\_\_\_\_\_

Organization \_\_\_\_\_

Organization \_\_\_\_\_

CNIC (if applicable) \_\_\_\_\_

\_\_\_\_\_

**Consultant  
Authorized Representative**

Witnesses

Name

Designation \_\_\_\_\_ -

CNIC (if applicable) \_\_\_\_\_ -

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

Name

\_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

\_\_\_\_\_

Organization \_\_\_\_\_

Organization \_\_\_\_\_

CNIC (if applicable) \_\_\_\_\_

CNIC (if applicable) \_\_\_\_\_

\_\_\_\_\_

## APPENDIX F

### APPENDIX F OF ANNEXURE III

#### PROJECT WORK PLAN

S. No.	Milestone	No. of working days to complete tasks
	<b>Start Date</b>	<b>T0</b>
<b>1</b>	Submission of a comprehensive report on market assessment of use of Outside Plant, on the basis of analysis and consultation with stakeholders as mentioned at 3.2.4 (a)-(d) of RFP, and presentation to Client.	<b>T1=T0+30</b>
<b>2</b>	Submission of an advisory code for Outside plant, in line with 3.2.1 (a)-(d) of RFP, for approval by the Client.	<b>T2=T1+15</b>
<b>3</b>	Submission of a Final report on 3.2.1 (Task 1) of RFP, including the way forward to disseminate the proposed outside plant code, in line with 3.2.1 (e) of RFP and also the proposed standards and/or incentives to spur commercial fiber as per 3.2.1 (f) of RFP, for approval by Client and presentation to Client.	<b>T3=T2+10</b>
<b>4</b>	Submission of a comprehensive report on market assessment for in-building cabling, on the basis of analysis and consultation	<b>T4=T3+15</b>

	with stakeholders as mentioned at 3.2.4 (a)-(d) of RFP, and presentation to Client.	
<b>5</b>	Submission of comprehensive standards for in-building telecommunication cabling, as per 3.2.2(a)-(c) of RFP, for approval by the Client.	<b>T5=T4+15</b>
<b>6</b>	Submission of a Final report on 3.2.2 (Task 2) of RFP, including a way forward to disseminate the proposed in-building telecom cabling standards, in line with 3.2.2 (d) of RFP, for approval by Client and presentation to Client.	<b>T6=T5+10</b>
<b>7</b>	Submission of a comprehensive report on market assessment for use of utility infrastructure, on the basis of analysis and consultation with stakeholders as mentioned at 3.2.4 (a)-(d) of RFP, and presentation to Client.	<b>T7=T6+15</b>
<b>8</b>	Submission of comprehensive guidelines, in consultation with relevant owners, for the use of utility infrastructure for telecommunication services, as per 3.2.3(a)-(c) of RFP, for approval by Client.	<b>T8=T7+15</b>
<b>9</b>	Submission of comprehensive report on pricing methodology to provide Rights of Way through Utility Infrastructure, in line with 3.2.3(c) of RFP, for approval by Client.	<b>T9=T8+15</b>
<b>10</b>	Submission of a Final report on 3.2.3 (Task 3) of RFP, including the way forward to disseminate the proposed guidelines to the relevant stakeholders and also to promote the use of such infrastructure, in line with 3.2.3 (d) of RFP, for approval by Client and presentation to Client.	<b>T10=T9+10</b>
<b>Total Days</b>		<b>T=T0+150</b>

**Note:**

- ***The 150 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.***
- ***The consultant shall preferably submit the deliverables as per the given Project Work Plan.***